

We propose to discontinue the "GENERAL WEEKLY OBITUARY" after our present number, believing that the space devoted to it may be more advantageously employed.

**TO SUBSCRIBERS.**—*Subscribers desiring to receive their copies post free are requested to forward the amount of their subscription (£2 8s. for the first year, including the WEEKLY REPORTER from the 8th of November last) by Post-office order or otherwise, payable to the Secretary of the Company, Mr. WILLIAM SHAEN.*

**TO NON-SUBSCRIBERS.**—*Gentlemen who desire to be supplied with the future numbers of this paper are requested to send their orders to the Office of the Company, 13, Carey-street, Lincoln's Inn, London, W. C.*

## THE SOLICITORS' JOURNAL.

LONDON, JANUARY 31, 1857.

### A FALSE ALARM.

We published in our last impression a long and able letter, in opposition to what our correspondent calls the projected revolution in the transfer of real property. Should the plan of registering titles ever become law, the extent of the change which will, not indeed immediately, but in the course of some fifty or sixty years, be introduced into conveyancing practice, cannot be exaggerated, and but for its gradual character it would well deserve to be called a revolution. Such a change ought not to be ventured on without full deliberation and discussion, and though we think the prospect less alarming than our friend Z. considers it, we are by no means blind to the difficulties which will present themselves to the framers of the contemplated measure. Many of these are clearly and forcibly presented in our correspondent's letter; but they are not sufficient to induce us to condemn, by anticipation, a scheme of which the details are not yet announced, and which some of the ablest lawyers of the day are engaged in maturing. There is some truth in the old proverb, that where there is a will there is a way, and we cannot help thinking that if our correspondent had set to work to surmount the difficulties of the project with the same zeal and energy which he has employed in portraying them, he would have been able to give a good account of more than one of the obstacles which he regards as insuperable.

The staunchest supporters of the registration scheme must admit, and indeed have admitted, that the transfer of stock is an easier matter to deal with than the transfer of land. There is first of all the obvious distinction that land is individual and specific, while one £100 of stock is precisely equivalent to another. If a field is bought, it must be identified either by description, or by a plan, or what is perhaps the best course of all, by a combination of both methods. When stock is transferred, there is nothing to be done but to specify the quantity. This essential difference in the nature of the subject-matter will always prevent the registry of title to land from being so simple and compact a matter as a corresponding record of ownership of stock. But it does not follow that there is a fundamental error, as our correspondent maintains, in the very idea of assimilating the conveyance of land to the transfer of stock. It is possible to assimilate two operations, even though you cannot make them absolutely identical, and there is no necessity for giving up an enterprise in despair merely because it is less easy than another which never presented any difficulties at all. The practical arrangements requisite to insure accuracy may, we believe, be easily perfected, and at any rate we shall not jump at the opposite conclusion until we have seen the detailed scheme which may shortly be expected. A more considerable difficulty is, that of guarding effectually

against possible frauds. Although of rare occurrence in the case of settlements of stock, we think the experience of most practitioners will bear us out in saying that they do happen in such cases more frequently than under settlements of real estate. Still it is a great mistake to suppose that land would be in equal danger if the new plan of registration were adopted. No one buys land without looking to the possession as well as to the documentary title; and it is the latter only which the register is intended to replace. Then, again, it would be impossible for a fraudulent trustee or legal owner to bring an estate into the market and turn it into money in half an hour, as he may do with consols; and on any system of registration we are satisfied that stock will always be exposed to much greater risk of misappropriation than land. In both cases, the safeguards, as well as the deterring influences, may be, and probably will be, increased; and even if there were no other side to the picture, we should not despair of seeing the new dangers which are feared from the registration of title reduced to such proportions as not to form a very serious obstacle to the scheme. Nor should it be forgotten that although the suggested innovation would tend to increase one class of risks, it would, at the same time, diminish and ultimately annihilate another. Take the common case of a man purchasing an estate and then mortgaging it, with a power of sale. He would be exposed to two dangers—one from some possible defect in the title on which he purchased, and the other from the abuse of the power of sale by his mortgagee. Will our correspondent venture to say that in an average case the latter danger is the more formidable of the two? And yet the possibility of an improper sale by a mortgagee is a far greater risk than would be run under the projected plan, because the mortgagee always has the power, when he sells, to relieve the purchaser from any inquiry into the propriety of the sale or the fact of notice to the mortgagor, while on the register system every interested person, whether mortgagor or otherwise, would be able to secure due notice by a simple caveat which would, no doubt, be lodged in every case as a matter of course. On a well-arranged system it does seem that the new risks introduced by it may be made smaller than the present dangers arising from infirmity of title, all of which would, by the proposed scheme, be utterly swept away.

But our correspondent not only dwells on the danger and difficulty supposed to be inherent in the plan, but maintains stoutly that, if ever so successful, it would be a doubtful benefit to the public, and a damaging blow to the profession. We differ from him entirely on both points, and believe that, like most other changes which facilitate transactions between man and man, it would benefit not only vendors and purchasers but the professional agents who may be employed.

The practice forced upon the profession, of charging in proportion to the length of a draft without reference to the skill employed or the responsibility incurred, is essentially bad, and nothing would so much assist the efforts of those who are aiming at an improvement in the mode and scale of professional remuneration as the legislative simplification of conveyancing practice. Where large responsibility is incurred, a proportional fee should be paid; and certainly no revolution in conveyancing will satisfy us unless it adopts to a considerable extent the principle of per centage fees. Our correspondent remarks, that brokers, agents, bankers, auctioneers, and surveyors, concerned in a sale, are often better paid than the solicitor, who has all the labour and responsibility of investigating the title, and drawing the conveyance. But this seems to us the strongest possible argument in favour of the projected change. How can a complicated system of conveyancing be necessary to secure a fair payment to solicitors, when other agents, who have no such foundation for their

charges, are able to secure a more ample profit? Were the old false measure of legal remuneration once destroyed, as it would be by registration, a new one must be adopted; and we believe that the profession is quite strong enough, if it will only hold together, not only to secure the selection of the right principle, but to take care, at the same time, that real services shall be more adequately paid than they are in a large proportion of the cases which now occur. There is a remark on the subject of centralisation in our correspondent's letter which makes us suspect that some one has been hoaxing poor "Z," or that he has been amusing his leisure with some legal studies which have clouded his good sense. Does he really believe that anybody in these days would seriously propose a purely central system of registration in connection with a method, the simplicity of which removes the only objection to multiplying local offices? In this, as in some other branches of the law, the only sensible plan is, to establish, not indeed a number of distinct and independent centres, but a group of branch offices in connection with a central body.

One word as to the concluding paragraph of "Z.'s" letter. He tells us that it has been suggested that the contemplated change is promoted by some London solicitors with the view of advancing their own interests at the expense of their brethren in the country. We know that such suggestions have been made, and "Z." might, without much effort, have guessed the reason why. We know, too, that we have been pointed at as the especial organ of the plotting metropolitans; but our correspondent may assure himself that all such insinuations will die a natural death, and he will probably before long learn to laugh at the credulity which led him even to refer to their existence.

#### LEGAL MISTAKES.

No one can have had much experience of the administration of the criminal law without an occasional misgiving as to the extent to which we ought to modify the common statement, that in our crown courts substantial justice is done, in spite of some defects, both in the principles and in the practice of the proceedings which take place there. It has long been a sort of mock-modest boast that even a guilty man frequently escapes punishment in this country, the innuendo being that *à fortiori* all innocent men must succeed in doing so; but it is a fact not less certain than unwelcome, that from time to time cases are made public which show that if guilt is not always detected, innocence is not always safe. The deplorable story of the groundless conviction of Mr. TEMPLE, four years ago, at Coventry, and the case of JOHN MARKHAM—who added another instance to the list of persons who have suffered for their resemblance to others, with whom they had no connection—are painful enough in themselves; they are doubly painful when we reflect that it is almost impossible to deny that they are typical cases, affecting a class of persons small indeed, but large enough to represent a miserable aggregate of causeless and unmerited suffering. We believe that the vast majority of innocent convicts are the victims of a—we might perhaps say the—characteristic defect which runs through the whole of our criminal procedure. How that defect is to be remedied is, perhaps, one of the deepest and most complicated questions in the whole range of the immense subject of law reform. We may hereafter attempt to offer some suggestions upon the subject, but for the present we will content ourselves with calling attention to the fact of the existence of the flaw. Almost every proceeding known to the common law of England assumes the form of an action. We have no notion of an inquiry into facts prompted only by a wish to arrive at the truth,

and not set in motion by some private interest. Even inquests of office are virtually suits between the crown and the parties concerned in traversing its rights. Criminal proceedings form no exception to this rule. They are in fact, as they are in form, actions in which the Queen is plaintiff and the prisoner defendant, and this circumstance weighs heavily against the person accused. No one who has watched criminal trials will refuse his assent to the proposition, that the principle by which they are unconsciously and unavowedly regulated is, that it is the prosecutor's business to get a conviction if he can, the prisoner's to escape if he can, and the judge's to see fair play between the two; but a man might pass a lifetime in criminal practice without discovering an instance in which it occurred to any one of these three parties, that the discovery of the truth for the benefit of the public was a matter of any particular moment.

Illustrations of this might be indefinitely multiplied, but we will only mention a few. A man was tried at the Old Bailey for murder. The defence was madness. Two surgeons had seen him; one at the desire of the prisoner's friends, whose evidence formed part of the proofs on the brief of the counsel for the defence; the other was the surgeon of the gaol, who had had the man under his care for weeks or months. The surgeon, who had only seen him once, was called for the prisoner, and did not make out a very strong case. The other surgeon, who had probably seen him a hundred times, was not called at all. The counsel for the Crown, probably, thought the case, as it stood, strong enough, and did not wish to give his learned brother a reply on the question of the prisoner's sanity. The counsel for the prisoner had no means of knowing what evidence the surgeon would give. Here was a case in which most material testimony was suppressed, because one party thought that a conviction could be obtained without it, whilst the other was not sure that it would tend to produce an acquittal. A stronger proof can hardly be given of the degree in which our system looks upon the verdict as the triumph either of vengeance or of self-defence, and not as a matter with which the public interest is in any way concerned.

The unfortunate case of Mr. TEMPLE, which has created so much remark, is an additional and a most remarkable illustration of the same thing. It is impossible to say that upon the established principles any one of the parties concerned in Mr. TEMPLE's actual trial were to blame. No doubt an abler and a more patient judge than the present Lord WENSLEYDALE never sat on the bench, nor does there seem any sort of ground for imputing improper conduct either to the counsel for the Crown, or to those who instructed him. A clearer case of guilt than that which he opened, so long as it was unexplained and uncontradicted, can hardly be conceived. A man who has booked his place for Manchester stops at Rugby, and has in his possession another person's portmanteau. He afterwards tries to escape from custody. Can stronger *prima facie* evidence of guilt be given?—could any prosecutor have discharged his task more efficiently than the man who produced such damning proofs as these? The prisoner, or those who advised him, were the only persons to blame. Why did not they find and produce Mr. TEMPLE's own portmanteau? Why not explain the circumstances which induced him to stop at Rugby, instead of going on to Manchester? Why did they not have their witnesses to character in the way from the very beginning of the assizes, instead of relying on the proverbially uncertain arrangements made by judges as to the time at which cases shall be taken? If they suffered by the verdict, they have no one to thank but themselves for their want of coolness, presence of mind, and knowledge of business.

Such is the comment which a thoroughgoing par-

THE  
and  
missi  
read  
bank  
again  
were  
inflic  
£28,  
estate  
office  
transf  
comm

tisan of our present procedure would make upon such a case as Mr. TEMPLE'S. We need not say that it would be cruelly harsh and unjust, but it is most desirable to point out why it is so unjust. It all proceeds upon the fallacy that to establish the prisoner's innocence—if he is innocent—is the business of no one but himself. Whereas, in fact, the only reason why society wishes to punish the guilty is that it may protect the innocent, and there is no class of innocent persons whom it is more desirable to protect than those who, from ignorance of law, or from want of coolness or presence of mind, are least able to protect themselves. If the most ordinary pains had been taken to test the truth of the story told by Mr. TEMPLE, or if he had understood how to prove it, he would have been acquitted. He would seem, however, to have been a man of feeble and excitable character; and upon such a man a system of procedure which throws upon the accused person the whole task of defending himself, acts with extraordinary hardship. Mr. TEMPLE'S was probably, in some degree, an extreme case, but cases analogous to his must be of almost daily occurrence, though we hear little of them. No one can see the stolid, sullen faces, and listen to the half-articulate and almost unintelligible speeches and remarks of the great majority of prisoners without a most painful misgiving that many of them are innocent if they only knew how to show it; and that they could really explain many suspicious circumstances if they only knew how suspicious they were. There is a stereotyped conversation between the judge and the prisoner which we can never hear—though it is as familiar as the alphabet—without a sort of pang. Judge: Do you wish to ask this witness any questions?—Prisoner: Yes, Sir—that is, my lord,—Sir, I asks him this—which you see I was walking along the road, my lord, being that I'd been staying—. Judge: No, no, ask him questions; you shall make any statement you like to the jury afterwards. The prisoner is confounded and baffled by the interruption, forgets both the questions that he meant to ask and the statement that he intended to found upon it, and half from nervousness, half from the wish to be respectful to the Court, offers no further remark. Such scenes as these occur twenty times a day at assizes or quarter sessions, and there must surely be a minority of cases, not altogether inconsiderable, in which, if the maundering confused talk could be patiently heard and fairly sifted, it would turn out to be important. It is hardly an exaggeration to say, that the criminal law, as at present regulated, actually punishes a man for not possessing that skill in cross-examination, in statement, and in explanation, which is one of the last results of an elaborate education and long professional experience. It throws upon the prisoner the whole burden of his own defence, and not only abstains from giving him any assistance in preparing it, but does not even take the trouble to suggest to him the points which bear upon him most hardly.

### Legal News.

THE Mercantile Law Conference met on Wednesday, and Lord BROUGHAM occupied the chair. Mr. Commissioner AYRTON, of the Leeds Court of Bankruptcy, read an elaborate paper on the improvement of the bankrupt law. He said that the two great complaints against the existing system were, first, that the expenses were too heavy; and, second, that the punishments inflicted were uncertain and inadequate. The sum of £28,000 a-year is now raised by a tax on bankrupt estates, to pay compensations and pensions for abolished offices. This charge, Mr. AYRTON thought, should be transferred to the consolidated fund. The mercantile community, he urged, ought not to pay for two sets of

officers—the old ones who were abolished, and the new ones who were created. He then proceeded to suggest some very extensive changes in the staff of the Court of Bankruptcy, and in the remuneration of the officers. He thought that the London registrars might be dispensed with. If they were continued, the taxing master in London was unnecessary; and if the taxing master remained, he could see no occasion for the registrars. He thought that the messengers were too highly paid, and that, if the offices were retained, the scale of allowance ought to be reduced. But he could perceive no sufficient reason why the office of messenger should not be abolished, and his duties transferred to the official assignee. The office of broker might also be done away with. He objected to the present mode of paying the official assignee. The remuneration was not proportionate to the work done. The small bankruptcies, which required much labour to collect numerous trifling debts, remunerated the official assignee badly, or not at all; while a large bankruptcy, as a banker's, which gave the least possible amount of trouble, might pay the official assignee a very large sum indeed. It appeared to him that the official assignee should be paid a fixed salary of £800 a-year, and also from £250 to £300 a-year for office expenses. In addition to this, he would enable the commissioners to allow a sum varying from £1 to £20 in each bankruptcy, "for examining accounts and general diligence."

Mr. AYRTON then proceeded to deal with the solicitor, who, he thought, received too much out of the bankrupt estate, not because he was overpaid for what he did, but because he did too much; that is, he did business which other people ought to do, and which was not properly within the province of the solicitor. He proposed to appoint a solicitor to each court, whose duty it would be to act as official solicitor under every bankruptcy, and who should be paid a fixed salary of £400 or £500 a-year. It should not be imperative on the creditors to employ the official solicitor. They might be allowed to select any other solicitor if they thought fit; only, in that case, the dividend would be reduced by the amount of the bill of costs.

Mr. AYRTON then proceeded to suggest the abolition, except in disputed cases, of the proof of debt by the creditor's oath, and a great simplification of the form of the balance-sheet; and he further proposed that the penal clauses should be made more severe, and that the right of appeal in certificate cases should be taken away. The commissioner should be assisted by two commercial men of the same trade as the bankrupt, who should have votes in the decision of the case, and the judgment of this tribunal should be conclusive.

These proposals, it must be owned, are broad enough to satisfy the most ardent innovators. We have thought proper to give them a conspicuous place, inasmuch as some of them peculiarly concern solicitors; but it must be remembered that the only resolution adopted by the Conference on this subject was to appoint a deputation to wait upon Lord PALMERSTON; and the committee of the Conference was to consider what points should be especially pressed on his attention. The deputation so appointed was received by the Premier yesterday with his usual courtesy and safe enunciation of generalities.

In the evening of Wednesday the subject of Tribunals of Commerce was discussed at considerable length; and next day a paper on "The Registration of Partnerships," emanating from the Manchester Commercial Association, was read and fully considered; and it was resolved that a bill to secure that object should be introduced into Parliament, and that the operation of such bill ought not to be confined to traders under the bankrupt law, but should extend to all kinds of partnerships, whether for trade or professional. An elaborate paper on the 17th section of the Statute of Frauds was also read, and a resolution was adopted to the



effect that the clause in question ought to be repealed, and an act passed which, without mentioning any amount, should provide that in certain specified cases the agreement should be reduced to writing. The second day's proceedings thus appear to have produced a very important and definite conclusion; and, on the whole, it cannot be denied that the Conference has proceeded most satisfactorily, and that the labours of the promoters of it have been expended for the public good.

The following letter appeared in the City article of the *Times* of the 23rd instant:—

"To the Editor of the *Times*."

"KINGSFORD v. MERRY."

"SIR—With reference to the statements of the Lord Chief Baron and Baron Martin, reported in your paper of yesterday, on the subject of the manner in which this case was stated to the Court of Error, we have permission of all the three eminent counsel for the defendant, by whom, along with those of the plaintiffs, it was most anxiously prepared and carefully settled, to state that that case fully and correctly set forth the whole of the facts proved on the trial, and fully and clearly raises all the points relied on by the defendant. We have further to state that the judgment of the Court of Exchequer detailed the facts on which it proceeded, and that that judgment, embodying these facts, was fully before the Court of Error when its decision was given."

"Jan. 22, 1857."

"DEFENDANT'S ATTORNEY."

We believe that the case referred to will shortly be published by the defendant's attorney, and an opportunity will then be afforded of forming a satisfactory opinion upon the merits of this controversy.

An order of the Court of Chancery, fixing the lower and higher scales of solicitors' fees for business under the new practice, will this day be issued, and is to take effect immediately.

#### DEATH OF BARON ALDERSON.

The death of this distinguished judge took place at his residence in Park-crescent on Tuesday afternoon, in his 70th year. The Hon. Sir Edward Hall Alderson, Baron of Her Majesty's Court of Exchequer, was the eldest son of the late Mr. Robert Alderson, barrister-at-law and Recorder of Norwich, and was born at Great Yarmouth in the year 1787. Having received his early education at the Charterhouse, he proceeded to Caius College, Cambridge, where he closed a brilliant career as an undergraduate by taking his degree in January, 1809, as Senior Wrangler and Smith's prizeman and Senior Chancellor's Medallist; thus obtaining the all but singular reward of the very highest honours which that University has to bestow for classical and mathematical attainments.

In the following year Mr. Alderson was elected a Fellow of his college, and in 1812 he took his degree as Master of Arts. He had been already called to the bar of the Inner Temple in the preceding year, and for several years went the Northern Circuit. He edited, in conjunction with Mr. Barnewall, five volumes of reports of cases heard in the Court of King's Bench between 1815 and 1820, which form part of the standard series of law reports of that court, and which were afterwards continued by Mr. Justice Cresswell. He never held a seat in parliament, but perhaps on that very account had leisure to earn even a higher reputation as a legal junior, and to secure a very extensive practice as a chamber counsel. While still wearing a stuff gown, he was promoted, in 1830, to the Court of Common Pleas as an additional puisne judge (Mr. Justice Patteson and the late Baron Taunton being his companions in the elevation); and on that occasion he received the honour of knighthood. He was transferred from that court, however, in 1834 to the Court of Exchequer, where he acquired a great reputation as a judge, while his intercourse with the bar was uniformly courteous and friendly, and his good humour, and perhaps over frequent jocoseness made him generally popular. In 1823 he married the youngest daughter of the Rev. Edward Drewe, of Broadhembury, in the county of Devon, by whom he had a large family.

#### PROJECTS OF LAW REFORM.

The forthcoming session promises to be prolific in measures of law reform. Amongst others which are understood to be in a state of forwardness are the Bills for the Registration of Title to Land, Divorce, Testamentary Jurisdiction, Fraudulent Appro-

priation of Trust Property, and Public Prosecutors. There appears to be some uncertainty as to the intentions of the government with respect to the last mentioned bill; but should they fail to deal with the subject, Mr. J. G. Phillimore has pledged himself to bring forward a measure of his own. It is also probable that the legal advisers of the Crown will take an early opportunity of proposing some measure to prevent the recurrence of such scandals as the history of the British Bank swindle has lately disclosed. We are informed that Mr. Malins intends to renew his attempts to improve the law relating to the reversionary interests of married women, and to abolish the distinction between debts by specialty and simple contract. It is probable that a measure for the better enforcement of clergy discipline will be submitted to Parliament by the Archbishop of Canterbury. There are various rumours as to the nature of the provisions and extent of the changes proposed by the testamentary bill which the Lord Chancellor, it is said, has taken into his own hands. One report is that according to the present frame of the bill, the monopoly of Doctor's Commons will, to a great degree, be perpetuated, though the proposed court is to have common law procedure, and to be presided over by a Vice-Chancellor. If such prove to be the fact, the general body of solicitors will no doubt protest against the continuance of their exclusion from testamentary business. In reference to this subject, we may add that both Sir Fitzroy Kelly and Mr. Collier have incorrectly attributed to the present Attorney-General the intention of transferring testamentary business to the Court of Chancery, his proposition being that it should be administered in the Court of Chancery, in an analogous way to that in which bankruptcy cases are now dealt with by the judges of that tribunal.

#### PRINTING OF BILLS AND CLAIMS.

The Lord Chancellor has more than once intimated his wish that bills and claims should be figured down the sides, as in the printed cases before the House of Lords, so as to enable a more easy reference to them; and also that dates and numbers should be expressed in figures and not in words at length; but upon this latter point, his lordship was not certain whether the practice might not require a general order.

#### BUSINESS OF THE QUEEN'S BENCH.

In the course of Tuesday several cases were struck out of the paper in consequence of the absence of counsel in other courts.

Lord CAMPBELL said, it had never been considered an excuse for absence on paper days that counsel were arguing in other courts. They ought to make arrangements to be here. The court was unanimous that the cases should be struck out of the paper.

Application was afterwards made that they should be restored to their place, but the application was refused.

Lord CAMPBELL said they might be re-entered.

#### Recent Decisions in Chancery.

A case of considerable importance on the effect of foreign judgments has recently been decided by the Master of the Rolls (*Reimers v. Druce*, 5 W.R. 211). Certain Hanoverian merchants, trading at Emden, in Hanover, had consigned a cargo of wheat, shipped from a Prussian port, to a London merchant for sale on commission. This was in 1818, but for some reason which did not very clearly appear, the wheat was not sold until 1825, by which time the consignee had run up a bill for warehousing and similar charges, considerably exceeding the price obtained for the wheat. The shippers took proceedings in the Hanoverian Courts against the consignee, who appeared and instituted a cross suit for the balance, which he claimed to be due to himself. In the first instance, the judgment was in favour of the consignee, but two successive appeals, the second of which was to the court of highest jurisdiction in Hanover, were decided in favour of the foreign merchants, and a peremptory judgment was obtained, whereby the consignee was ordered to pay a certain sum with interest from the year 1818, to the shippers of the wheat. These proceedings did not terminate until 1842, and from that time, until the filing of the bill, no steps were taken to enforce the judgment against the consignee in England where he resided. In the meantime, the consignee died, in the year 1846, and the bill was filed against his executors for an account and payment of what was due under the Hanoverian judgment. According to the English rules of international law, the contract being to be performed in England was to be governed by the



English law; but the Hanoverian Courts took a different view of the matter, and held that Emden was the *locus contractus*, and that the foreign law was to govern the question. According to the usual practice in most continental countries the reasons of the judgment were annexed to, and formed part of, the document itself; and foremost among them was stated the conclusion that the matter was governed by the foreign law. Had the judgment been given like those of English Courts, without incorporating the reasons on which it was founded, there could have been no doubt that, apart from the question of laches, our courts must have enforced it; but it was contended on the part of the defendants that the reasons alleged constituted error on the face of the judgment itself, and afforded sufficient ground to justify an English court in examining and impeaching it. On the part of the plaintiffs, it was argued on the authority of *Ricardo v. Garcias*, 12 CL & F. 369; *The Bank of Australasia v. Nias*, 16 Q.B. 717, and other modern cases, that the only grounds on which a foreign judgment can be impeached are the want of jurisdiction in the court which pronounced it, the neglect to summon the defendant to make his defence, and fraud in obtaining the judgment. The Master of the Rolls, however, founding himself mainly on the earlier cases, held, that when a plaintiff seeks to enforce a foreign judgment here, his suit may be answered, not only on the three grounds before mentioned, but also by showing either that the foreign court decided contrary to the law which it professed to administer, or that there was error on the face of the judgment sufficient to show, without extraneous evidence, that the foreign court had miscarried either in fact or law. This doctrine seems to diminish the force usually attributed to a foreign judgment, and, if there had been nothing more in the case, would probably have led to an appeal. The decision of the Master of the Rolls, however, mainly rested on the long delay which had occurred. The plaintiffs had been continuously resident abroad, so that the statute of limitation was not an absolute bar, but the length of time during which the plaintiffs had rested on their rights was considered in itself a sufficient reason for dismissing the bill, on the well-known principle of courts of equity to discountenance stale demands.

*Whitmore v. Empson*, 5 W. R. 217, was another case of great commercial interest. A manufacturer had mortgaged certain fixed machinery by a bill of sale, framed on the footing of treating the machinery as chattels, and assigning it accordingly separately from the freehold to which it was affixed. The manufacturer having become bankrupt, it became a question whether the effect of the bill of sale was to constitute the machinery goods and chattels within the meaning of the order and disposition clause of the Bankrupt Act. The assignees contended that the mode of dealing with the machinery severed it in law from the freehold, and made it subject to the clause in question, in the same way as timber might be brought within its operation by being felled. The creditor who claimed under the bill of sale maintained that the fixtures remained fixtures, and as such did not fall within the operation of the clause in question. The latter view was supported by very strong authorities, such as *Trappes v. Harter*, 2 Cr. & M. 153, and *Ex parte Sykes*, 18 L. J. Bkcy. 16, being almost expressly in point; and the Master of the Rolls decided in accordance with the defendant's view, that the machinery remained of the nature of fixtures, and did not pass to the assignees.

*Pennell v. Millar*, 5 W. R. 215, is a good illustration of the practice of Courts of Equity in varying decrees upon a rehearing before the same judge. A fraudulent mortgage had been set aside on the terms of the assignees of the mortgagor, Lord Huntingtower, repaying the actual advance, with interest; and it was also directed that an account should be taken of the payments and receipts of the mortgagee in respect of certain policies effected by Lord Huntingtower on his life, as a further security, and on which the mortgagee had paid the premiums, and some of which he had afterwards sold. The balance of the account was to be paid to or retained against the mortgagee, according as the premiums paid exceeded or fell short of the proceeds of the sales of the policies. The curious part of the case was, that the plaintiffs, the assignees of Lord Huntingtower, had themselves requested the insertion in the decree of the clause relating to the policies, and afterwards finding that the balance would be against them, petitioned for a rehearing, and to have the decree altered by striking out the clause. The Master of the Rolls decided in the plaintiffs' favour, holding that the policy transaction was to be considered as a private speculation of the mortgagee with which the plaintiffs had nothing to do, and that the original decree was wrong in directing any accounts or payments in respect of them.

*The Mayor of Berwick v. Murray*, 5 W. R. 208, is one of those cases depending so much upon special circumstances, which are never likely to be found again similarly grouped together, that it can hardly be regarded as a precedent, or as anything more than an illustration of certain principles of law. The main use of such cases, perhaps, is to afford one a notion of the manner in which the Court regards any given course of conduct or of dealing. Accordingly, we find in them some of the best exemplifications of the branch of the doctrine of constructive notice, relating to the circumstances which are sufficient to put parties on inquiry as to the rights of others, when they are seeking to gain or to enforce rights or benefits for themselves.

In *The Mayor of Berwick v. Murray*, one of three sureties for due accounting by the treasurer of the corporation of Berwick-on-Tweed, having received a notice of the defalcation of his principal, immediately applied to, and obtained from him, by way of indemnity, a banker's deposit note for more than the amount for which he was surety. The note was in the name, not of the principal, but of his daughter, and was endorsed by her. It being held that the money was in fact the money of the corporation, which was taken from the ordinary account of the treasurer in one bank, and invested in another in the name of his daughter, the Lord Chancellor was of opinion that the circumstances were such as must have forced any honest man to make inquiry; that the surety was bound to have asked why such a deposit was made in the name of the daughter; and that, therefore, he could not be allowed to plead that he was ignorant of the fact that the money belonged to the corporation.

There are few doctrines of the court more difficult in their application than the doctrine of satisfaction. The dealings between parents and children seldom contemplate the possibility of appealing to a court of law for their interpretation; and, therefore, they are generally little characterised by precision or regard to legal technicalities. In the case of *Kay v. Crook*, 5 W. R. 220, a father, upon a treaty for the marriage of his son, promised to give him a certain sum of money, "and finally to recognise him, in common with the rest of his (the father's) family, in the future provisions of his will." Upon this understanding, the marriage took place; and, on the father's death, the son filed a bill to have it declared that he was entitled to a share in his deceased father's estate, at least equal in amount to those of the other children. The plaintiff took a substantial interest under the father's will, although it was of less amount than what he would have received had the testator's property been equally divided among all his children. The V. C. Stuart held that the provision by the will in favour of the plaintiff was a sufficient compliance with the promise of the testator. To have had such a representation made good out of the testator's estate, there should have been reasonable certainty as to the amount or proportion to be bequeathed to the son. His Honour considered that, consistently with his promise, the testator might have left all his property to a stranger. The doctrine of satisfaction was a good deal discussed in *Davis v. Chambers*, a case decided by the Lord Chancellor a few days ago.

It has been held by V. C. Wood, in *Dendy v. Dendy*, 5 W. R. 221, that the devise of a deceased plaintiff cannot, under the 52 sec. of the 15 & 16 Vic. c. 86, obtain an order to revive, because the devise itself might be the subject of dispute in the suit, which was against trustees for an account.

In our remarks upon *Swinson v. Swinson* last week, we overlooked the proviso in the 17 & 18 Vic. c. 113, by which it is provided that nothing therein contained should affect the rights of any person claiming under any will, deed, or document, made before the 1st January, 1855.

### Cases at Common Law specially Interesting to Attorneys.

#### ATTORNEY—RULE TO PAY MONEY—SUMMARY JURISDICTION OF THE COURT.

*In re William Marshall*, 5 W. R. (Q. B.) 200.

A rule had been obtained on behalf of one Cooper, calling on W. M., an attorney of the court, to show cause why he should not pay over to Cooper a certain sum alleged to have been received by W. M. as attorney for and on the account of Cooper. It appeared that Cooper had employed one H. to collect the sum in question, which was due on a bill; and that H. had instructed W. M. to take proceedings on such bill; and that Cooper had refused to supply W. M. with the requisite funds for the action, on the ground that H. was responsible for

the expenses. The affidavit of Cooper alleged an express promise by W. M. to pay over the money. On the other hand, W. M. swore he was employed by H. alone, who was still indebted to him for the costs of the action; and that he had made no such promise. The court held that, under the above circumstances, no case had been made out for their interference. There was no privity between Cooper and W. M.; the relationship of attorney and client had never existed between them; and the allegation of a promise to pay had been denied. The rule was therefore discharged *with costs*.

This was an attempt to extend the summary jurisdiction, which the courts have always assumed over attorneys in their position as officers of the court, to enforce, where necessary, the performance of the general duty of an attorney to his client; and the purposes for which this jurisdiction has been usually exercised are to compel such attorney to deliver up papers, &c., which have come into his hands, or to account for money he has received, in that capacity. It has, however, always been considered essential, that the *relationship of attorney and client* should exist between the applicant and the attorney against whom the rule is sought. Thus in *Eparte Nicholls*, 2 Dowl. (N. S.) 423, the court refused to interfere where papers had come into the possession of an attorney as the executor of the owner's attorney, inasmuch as it appeared that the applicant (to whom such papers now belonged) had refused the attorney, into whose hands they had fallen, permission to act as his attorney, Wightman, J., observing, "This gentleman is a stranger to you; you repudiate his being your attorney, and I do not see how you can call upon him to account to you as such."

Moreover, in the present case, had the relationship been established, it is apprehended the rule could only have been made absolute on the terms of payment to W. M. of the costs owing to him by H.; for the costs will not in general interfere with an attorney's lien (see *Re Millard*, 1 D. P. C. 140).

#### CERTIORARI—COSTS—CONSPIRACY.

*Regina v. Jewell & Percival*, 5 W. R. (Q.B.) 202.

From this case it appears, that if one of two or more defendants, jointly indicted—as for a conspiracy—seek to remove the indictment into the Queen's Bench by *certiorari*, it is (notwithstanding the recent provision, 16 & 17 Vict., c. 30, s. 5, by which the present practice of removal of indictments into the Queen's Bench is chiefly regulated) incumbent on the removing party to become bound for the subsequent costs, in case either himself or any of his co-defendants shall be convicted. From a recent case to which reference was made *arguendo*, *Regina v. Wilks* (5 E. & B. 690), it may also be collected that it is in the discretion of the judge allowing the *certiorari*, to decide whether all the defendants must be bound, or he only by whom the removal is sought.

#### MARRIED WOMAN—CA. SA.—DISCHARGE BY REASON OF HAVING NO SEPARATE PROPERTY.

*Ivens v. Butler & Wife*, 5 W. R. (Q.B.) 202.

This was an application to discharge *Anne Butler* (the female defendant), who had been taken in execution on a judgment, signed against her and her husband, in an action brought by the plaintiff to recover a debt contracted by *Anne Butler dum sola*. The husband had obtained a final order for protection under the Insolvent Act. It appeared that if the wife survived the husband, she might possibly receive from certain trustees an allowance of a precarious nature.

Lord Campbell, C.J., laid down the general law to be, that if a husband and wife are taken in execution for the debts of the wife, the wife is entitled to be—or at least, according to the long-established practice of Westminster Hall, will be—discharged, if she has no separate property. And that it makes no difference as to this (notwithstanding the observations of the Barons in the case of *Larkin v. Marshall*, 4 Ex. 804), whether the husband be taken or not taken with her, or whether he be exempt from imprisonment on the judgment. The court also held, unanimously, that a possible allowance, contingent on the death of her husband during her lifetime, was not "separate property" sufficient to authorise her detention in custody.

#### JURISDICTION OF JUDGE—EXECUTION AGAINST SHAREHOLDER, LEAVE TO ISSUE.

*Palmer v. The Justice Insurance Society*, 3 Jur. (N. S.) 44 (Q.B.)

A rule had been obtained, calling on two shareholders in the above company to show cause why execution should not issue against them on a judgment obtained by the plaintiff against the company. And in the argument it became necessary to

determine the question, whether an order for execution under 7 & 8 Vict. c. 110, s. 68, against individual shareholders could be made at chambers by a judge of either of the three courts, without regard to his being or not being a judge of that court out of which the record issued. All the judges held (on being consulted by the Court of Queen's Bench), that each of the judges had such authority under 1 & 2 Vict. c. 45, s. 1.

#### RESPONSIBILITY OF ATTORNEY AS GENERAL AGENT FOR HIS CLIENT.

*Swinfen v. Swinfen*, 5 W. R. (C. P.) 203.

In this case, a rule which had been obtained by the defendant for an attachment against the plaintiff for refusing to carry out the terms of a reference agreed to by counsel on either side in court, embodied in an order of *nisi prius*, and subsequently made a rule of court, was discharged, on the ground that one member of the court (Mr. Justice Crowder) did not think the plaintiff in contempt, because he thought her not bound by such agreement. The important proposition affirmed, *arguendo*, that counsel, without any special authority previously given, or any subsequent ratification, and by the mere relationship of counsel to his client, is invested with a general agency and authority to bind the client by any agreement he may, in his discretion, enter into on his behalf while conducting the cause in court, remains, consequently, neither overturned nor supported by any judicial decision further than those relied on by the defendant in his argument. But a case in the Court of Common Pleas (*Filmer v. Delber*, 3 Taunt. 484), was referred to by Mr. Justice Crowder, in his judgment, which is of great moment to the attorney; because it would seem from that case that an attorney, at all events, has such authority and such responsibility thrown on him by the law, on the ground that if he grossly errs in his judgment or manner of proceeding the client has a remedy against him by action, though not against counsel. It is remarkable, however, that in a subsequent case (*Biddle v. Douse*, 6 B. & C. 225), Lord Tenterden carefully avoids expressing any acquiescence in the doctrine established by *Filmer v. Delber*, that an attorney has power to bind his client by an order of reference of *nisi prius*, without his consent and even against his instructions.

## Professional Intelligence.

#### ELECTION OF COMMON-SERGEANT.

The Court of Common Council proceeded on Thursday to the election of a Common-Sergeant. The candidates for the office being Mr. Locke, Mr. Bodkin, Mr. T. Chambers, M.P., Sir W. Riddell, M.P., and Mr. Pulling.

The following is the result of the first poll:—

For Mr. Locke	48
For Mr. Bodkin	58
For Mr. Chambers	91
For Sir W. Riddell	77
For Mr. Pulling	15

Mr. Chambers and Sir W. Riddell having the largest number of votes,

The Lord Mayor called upon the court to elect one of these gentlemen to the office.

After the poll had been kept open an hour the numbers were:—

For Mr. Chambers	102
For Sir W. Riddell	89

Majority for Mr. Chambers ... 13

#### CALLS TO THE BAR.

*Lincoln's-Inn*, Jan. 26.—The undermentioned gentlemen were this day called to the degree of Barrister-at-Law by the Hon. Society of Lincoln's-inn, viz.:—Thomas Waraker, Esq.; John Edwards, Esq.; John Coutts Antrobus, Esq.; Edward Macnaghten, Esq.; Edward Cutler, jun., Esq.; Messing Thomas Laxton, Esq.; Sydney Crawshaw, Esq.; Edward Dwyer, Esq.; and Theodore Lavalliere, Esq.

*Middle Temple—Barrister-at-law*.—Jan. 26.—The undermentioned gentlemen were this day called to the degree of the utter bar:—William Ritchie, Esq.; of Scone Perth, Van Diemen's Land (holder of the Studentship awarded by the Council of Legal Education, Hilary Term, 1857), the sixth son of the late Thomas Ritchie, lieutenant in Her Majesty's navy; Randal Francis Tongue, of Aldridge, near Walsall, the eldest son of Edward Tongue, of Aldridge, in the county of Stafford, Esq.;

James William Branson, of Madras, the third son of John Edward Branson, late of Madras, Esq., deceased.

*Inner Temple*, Jan. 26.—The undermentioned gentlemen were this day called to the bar by the Hon. Society of the Inner Temple:—Alfred George Marten, Esq. (certificate of Honour), B.A., S.C.L.; Thomas Bendyshe, Esq., M. A.; Vernon Lushington, Esq., S. C. L.; William Alexander Neill, Esq., B.A.; Richard Thomas Tidswell, Esq., B.A.; James Croome, Esq., M.A., and Roper Weston, Esq., B.A.

*Gray's-inn*, Jan. 26.—At a pension of the Hon. Society of Gray's-inn, holden this day, Charles Kennedy, Esq., B.A., was called to the degree of barrister-at-law.

## CANDIDATES WHO PASSED THE EXAMINATION.

Hilary Term, 1857.

Names of Candidates.	To whom Articled, Assigned, &c.
Angell, Geo. Bellamy, B.A.	William Hartcup.
Ashley, George	Richard Knapp; Benjn. Holloway.
Baylis, Charles	Richard Roy.
*Beaven, Alfred	Arthur Gore.
Bedwell, Arthur Benjamin	Henry Last.
Birch, Henry John	Edmund William Paul.
Bodenham, Frederick	Benjamin Bodenham; A. S. Field;
	Charles Meredith.
Boodle, William	John Packwood.
Bowen, Lindsey Priestley	Solomon Bray.
Brewin, Arthur	Frederick Smith.
Brown, Joseph M'Gregor Aird	William Young.
Burchell, William, jun., B.A.	William Burchell.
Chester, Edward	Charles Chester.
Clayhills, Thomas	Henry Hutchinson; J. Williamson.
Coleman, Edward Mountford	William Penn Alcock.
Cotman, Frederick	Christopher Bland Walker.
Crossfield, William John	John Hollams.
Dean, Thomas	James William Dean.
Drake, Henry	Francis Drake.
Ebsworth, John	Edwin Ward Scadding.
Edwards, Frederick George	George Robinson; George Capes.
Eggington, John Lloyd	Richard Helps.
Fenn, Samuel, B.A.	James Murray Dale.
Fox, William	William Taylor Frichard.
Foster, Adam Crossfield	James Edward Norris.
Garrod, Henry Edwin	John Crabtree.
Golding, Thomas Zachariah	Edward Mackeson.
Harris, John Parsons	John Darke; Joseph Dodds.
Hewitt, William Hope	John Hewitt.
Hill, Alfred Brodhurst	William Wagstaff.
Hinckley, Frederick	Thomas Hodson.
Hiron, Thomas Eden	George Eades.
Jenkins, Thomas Moses	John Blakeney; Fred. W. Dolman.
Jones, John Langston	Charles Jones.
Jones, Richard	John Dangierfield.
Kent, Francis Roynance	Edwin J. Kent; John Loxdale.
Lambert, James William	Richard Lambert.
Leary, Nehemiah	Alfred Bantoff; Thos. Wm. Clough.
Lewis, Thomas	Edward Knocker.
Liversidge, Henry	Thomas Harsley Carnochan.
Lloyd, Henry Hume	Edmund Lloyd; Thos. Crossman.
Longstaffe, William Hyton	William Kell.
Loft, Joseph	Nicholas Gedy.
Middlemas, Robert	John Atkinson Wilson.
Millman, William	George Fitch.
Moojen, Frederick	Wm. Augustus Sadler Pemberton.
Morris, David William	James Ward Russell.
Moseley, Henry Kingdon	Thomas Moseley; Wm. M. Taylor.
O'Donnoghue, Henry O'Brien	James Wallace Richard Hall.
Oldman, Thomas Hugh	Thomas Oldman.
Orford, William, B.A.	Nicholas Earle.
Owen, John	Thomas Bolton.
Pope, Jonathan Henry Cundy	Geo. Pridham; F. W. P. Cleverton.
*Potter, Henry Cipriani	James Leman.
Procter, Charles Edward	Edward Procter.
Quarrell, William Chance, jun.	Richard John Roberts.
Richards, John Charles	Anthony Gilbert Jones.
Richardson, Albert William	Peareless & Head.
Richardson, John	Edmond Foster.
Robinson, William	Thomas Robinson.
Rogers, Joseph Roberts	Thomas Rogers.
Sangster, John William	John Sangster.
Sheppard, John Francis	John Horton Sheppard.
Shilson, William Dinham	William Shilson.
Sikes, Thomas Boyfield, jun.	John Hawkins.
Skipsay, Rich. Appleton Robinson	William Young.
Stable, John Wickey	J. W. Stable, sen.; C. E. Palmer;
	John Nesbitt Malleson.
Stone, William Stanley	John Marriott Davenport.
Thomson, Christopher Gardner	Richard Wilson.
Toy, William	Henry Gartside.
Watson, James Foster	George Webster; Jas. O. Watson.
Wawn, Christopher	Robert Brown; Chist. A. Wawn.
Whitcombe, George	John A. Whitcombe; Thos. Helps.
White, Arnold William	Robert John Porcher Broughton.
Wilke, Robert Winn	Price Morris.
Willoughby, Henry William	Thomas Cox.
Wilson, Henry Porter	A. Portington; A. P. Groom, P. H.
	Lawrence, & Charles Heywood.
Woodcock, William Plant	William Plant Woodcock.
*Wright, Charles	Joseph John Wright.

\* These gentlemen obtained the Prizes at the Examination.

## BIRMINGHAM LAW STUDENTS' SOCIETY.

The annual meeting of this society was held in the theatre of the Institute, Cannon-street, on Wednesday evening last. William Wills, Esq., occupied the chair, and amongst the gentlemen present were Messrs. W. R. Wills, G. J. Johnson, C. T. Saunders, M. A. Fitter, J. Brown, J. Walford, S. Balden, W. H. Harris, and L. Chirm, solicitors, and honorary members; and Messrs. Hodgson, Harrison, Payne, Potts, Warden, Slater, Browning, Fox, Marigold, Fereday, Horton, Brown, and others, ordinary members.—The Chairman commenced the proceedings by an address. After remarking on the important objects contemplated by the society, he proceeded to enforce the necessity of studying constitutional and legal history, especially in the source most instinct with life and reality—the state trials. In these the student could trace step by step the contests of faction, the operation of cruel laws, the growing sense of needed amendments in the criminal code. Extending over a period of five hundred years, the state trials formed the clue and explanation of almost every statute and every event of our national legal history during that long period. Not only did these trials exhibit the operation of cruel laws, especially the terrible law of treason as it was formerly interpreted, but they were full of romance beyond the inventions of novelists; they laid bare the workings of the human heart, they were crowded with touching events, pathetic situations, and dread catastrophes. After quoting from the state trials some of the most remarkable cases recorded in them, Mr. Wills earnestly recommended his hearers to make themselves acquainted with the great moral abstract principles which formed the bases of rules of law, and concluded his address by expressing his deep interest in the Law Students' Society, and his hope that it might long continue to be the means of diffusing the advantages of sound legal knowledge.—Mr. Wills has consented to allow his address to be printed for distribution amongst the members of the society.—Mr. Horton, the secretary of the society, read the report for the past year, which congratulated the members that, at this the ninth anniversary, the association was in a greatly improved position. There were 118 honorary and 43 ordinary members, and since the last annual meeting ten members had been placed on the rolls as attorneys. The library had been increased by 27 volumes, and now numbered 150 volumes, exclusive of various papers. There had been many readings and discussional meetings, and these had been generally well attended. The cash accounts showed the receipts for the year to be £52 9s. 3d., and the expenditure £49 3s. 3d., leaving a balance to be carried to the next account of £3 6s. A balance of £2 16s. 5d. was also in hand on the library account.—The following gentlemen were elected as the committee for the ensuing year:—Messrs. Johnson, Fitter, Balden, Fox, Fereday, Horton, Warden, Marigold, and Jelf.—The meeting was addressed by Messrs. Payne, Fereday, Horton, Johnson, Marigold, and Saunders, and the proceedings were brought to a close by a vote of thanks to Mr. Wills for his kindness in presiding.

## ADMISSION OF ATTORNEYS.

## Queen's Bench.

FOR THE LAST DAY OF HILARY TERM, 1857, PURSUANT TO JUDGES' ORDERS.

Clerks' Name and Residence.	To whom Articled, Assigned, &c.
Stone, William Stanley, Guildford-st.,	J. M. Davenport, Oxford.
Fall-mall; and Thame.	
Willoughby, Henry William, 10, Chelford's-inn; and Bedford-square.	Willoughby & Cox, Clifford's-inn.

RE-ADMISSION ON THE LAST DAY OF HILARY TERM, 1857.  
Fuller, Joseph Bury, Birmingham.

TAKING OUT AND RENEWAL OF CERTIFICATES ON  
FEB. 2, 1857.

Edmonds, Charles Henry, Oakley-lodge, Chelsea.  
Freer, Edward Hickman, Stourbridge.  
Wright, George, Brunswick-terrace, Commercial-road-east.

## APPOINTMENT.

The County Court Judgeship, vacated by the death of Mr. Kekewich, will be filled by Mr. Charles Dacres Bevan, of the Western Circuit.

## VACANCY.

The office of Clerk of the County Court, Chesterfield, has become vacant by the death of Mr. William Waller.



## Correspondence.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In confirmation of that part of Z.'s letter in your paper of Saturday last, relating to the charges of solicitors for conveyancing business, I would ask you to publish the following facts which have lately happened in my own practice.

The estate of a nobleman in the North Riding was last autumn sold in lots by public auction. A client of mine purchased at the sale two lots for £13,423 15s. The abstract of title consisted of ninety-five brief sheets. A conveyance to my client of these two lots, about 100 folios in length, was prepared and executed, together with a separate deed of covenant from the vendor for the production of the title-deeds which were retained by him. My client afterwards purchased another portion of the same estate for £11,000. The abstract of title to this portion was a copy of that relating to the lots previously purchased. Another conveyance of about 100 folios in length, and another deed of covenant for the production of the title-deeds, was prepared and executed by the vendor. The deeds were in the hands of the vendor's solicitors in town, and were examined with the abstract by my agents, through whom the purchase-money was paid, and both purchases completed.

My bill for the whole (exclusive of stamps, and money out of pocket) amounted to £55, but the stamps and money out of pocket amounted to £138. My agent's charges for examining deeds with abstract and completing the purchase, and making searches, &c., were (exclusive of money paid) about £15, thus making the professional charges of my agents and myself £70. Now, if my client had purchased stock or shares to the amount of £24,423, he would have been charged by his broker rather more than £122 for commission. His attorney has charged him a little more than one-half of this sum on a purchase of land. It is, therefore, clear that the charges of solicitors, in conveyancing, are less than those of stock-brokers in transfers of stock and shares.

I may add, that if my client had made the second purchase before the conveyance of the first had been executed, the whole would have been included in one conveyance, and, in that case, my charges would only have amounted to about £35, whilst the stamps and money out of pocket would not have been less than they were. The broker's charge would have been £122, irrespective of the fact that the purchases were made at the same or at different times.

I remain, Sir, your obedient servant,

27th January, 1857.

T.

## Lectures at the Incorporated Law Society.

## MR. MALCOLM KERR ON THE STATUTES OF LIMITATIONS.

Mr. Kerr delivered his seventh lecture on the Common Law and Practice of the Courts, on the 23rd inst. He observed that he had in his previous lecture divided the consideration of the statutes of limitations into:—

1. Those applicable to suits and proceedings for the recovery of real property.
2. Those applicable to actions on specialties.
3. Those applicable to actions for simple contract debts, and trespasses to property. And
4. Those applicable to certain actions of trespass to the person, and for verbal slander.

The enactments of the Mercantile Law Amendment Act did not affect in any way the limitations comprised under the first head. They applied solely to the other periods of limitations.

The lecturer said that he had already disposed of the Prescription Act, which defined the various periods of limitations applicable to *incorporeal hereditaments*, other than rents. The next sub-division was, as to the limitations prescribed with reference to proceedings for the recovery of *corporeal hereditaments*, or land, and rent services. The period of limitations applicable to the remedies to recover these, was fixed by the statute 3 & 4 Will. 4, c. 27, s. 2, which enacted that no person should make an entry, or distress, or bring an action, to recover any land or rent, but within twenty years next after the time at which the right to do so should have accrued to that person, or some one through whom he claimed. Previously to this statute an entry might have been made, unless it were tolled or taken away by a descent,

cast, or a discontinuance at any time. If entry failed as a remedy, a possessory action must have been brought, for which the period of limitation was, at one time, King John's return from Ireland; at another, Henry the Third's coronation; but ultimately, by Henry the Eighth's Statute of Limitations, fifty years. Finally, the writ of right might be resorted to within sixty years of the title accruing. But none of these periods of limitation applied to rent services, or services due by custom, the right to which could not, until the 3 & 4 Will. 4, c. 27, be barred by any period of dispossession however long. These periods of dispossession must also have been adverse to the title of the claimant; the possession of a tenant was regarded as the possession of the landlord, and consequently not adverse to him. The possession of a younger brother of the real heir was that of the heir himself and non-adverse; the possession of one joint tenant, tenant in common, or coparcener, was that of the co-tenants or co-parceners. The statute, however, contained express enactments altering these rules of law, and put an end to all questions as to whether the possession required thereby were adverse or not (*Culley v. Taylerson*, 11 Ad. & E. 1015; *Nepean v. Doe*, 2 M. & W. 911). Actual possession for twenty years was all that was now required, since, under the statute, possession not only gave the right, but transferred the estate. The previous statutes of limitation barred the remedy, but not the estate. They did not create an estate, although they enabled a party to hold that which he had against all the world. The statute 3 & 4 Will. 4, c. 27, in point of fact, gave the estate, for it barred the remedy and declared the title indefeasible. (See the observations of Lord St. Leonards in *Incorporated Society v. Richards*, 1 Connor & L. 84-5; 1 Dru. & Warren, 289; *Landsell v. Gower*, 17 Q. B. 589; *Doe d. Baddeley v. Massey*, 17 Q. B. 373; *Doe d. Thompson v. Thompson*, 6 Ad. & E. 721.)

As to what hereditaments the statute applied to, the enactment was, any "land" or "rent;" and land, by the first section, was declared to include manors, messuages, and all corporeal hereditaments, and also all tithes, which expression, according to the case of the *Dean and Chapter of Ely v. Cash*, 15 M. & W. 617, had been interpreted to be the right to, or estate in, the tithes. The word "rent," by the interpretation clause (s. 1) included *heriots*, and all services and suits for which a distress might be made, and all annuities and periodical sums payable out of land.

The word itself, independent of the interpretation clause, might, however, still include the rent itself, such as rent under a lease, or an estate in a rent, such as a freehold quit-rent, or such like payment. It had been decided that it was the estate in, or the title to, the rent, to which the statute applied, and that the expression did not include rents reserved on a lease (*Grant v. Ellis*, 9 M. & W. 122; *Owen v. De Beauvoir*, 16 M. & W. 566; 5 Exch. 166).

The 2nd section of the Limitation Act provided that no action should be brought, or distress made, but within twenty years after the right to do so should have accrued, either to the claimant, or some one through whom he claimed. The 3rd section pointed out the several periods at which this right should be deemed to have accrued. The first case given was when the claimant, or the person through whom he claimed, should have been in possession or receipt of the profits of the "land," or in receipt of the "rent," and, while so entitled, should have been dispossessed of the land, or have discontinued such possession, or the receipt of the profits thereof, or of the rent, or at the last time when any such profit or rent were so received. Dispossession of land by being turned out was, at the present time, a very rare occurrence, although it was often infinitely better for the claimant to resort to this summary remedy, and run the risk of an action of trespass, than to proceed at law in the first instance. The most ordinary kind of dispossession was, the discontinuance of the receipt of the rents or profits; and the effect of the section was, to make the last payment or receipt of such profits the date from which the twenty years was to run. This was decided by the case of *Owen v. De Beauvoir*, 16 M. & W. 566.

The second case given was that where the claimant of the land or rent claimed the estate or interest of some deceased person who continued in possession until his death, in which case the claimant's right was to be deemed to have accrued at the time of the death.

The third case was when the land or rent was claimed as an estate, or interest, in possession, granted or assured to the claimant, or some one through whom he claimed (otherwise than by will), by a person who, in respect of the same estate or interest, was in possession or receipt of the profits of the land, or of the rent, in which case the twenty years ran from the

time when the claimant, or the person through whom he claimed, became entitled.

It was held that this section comprehended the case of a mortgagee who obtained by grant the estate of the mortgagor, and that a mortgagee was obliged to bring his action to recover the land within twenty years of the date of the mortgage (*Doe d. Royland v. Lightfoot*, 8 M. & W. 553). It was now provided, however, by 7 Will. 4 & 1 Vict. c. 28, that a mortgagee might bring ejectment at any time within twenty years of the last payment of any principal or interest. It was not necessary to prove an actual payment of interest or principal, if the defendant were estopped from denying it (*Forsyth v. Bristowe*, 8 Ex. 716). The fourth case defined by the 3rd section fixed the time when the right accrued to an estate originally granted in reversion or remainder. It provided that when the estate claimed should have been an estate in reversion or remainder, and no person should have obtained the possession or receipt of the profits of the land or of the rent, then the right should be deemed to have accrued when the estate first became an estate or interest in possession. The condition that no person should have obtained possession was essential, because if once there was a possession in fact, or by receipt of profits, the case was within the first class, and the time began to run from dispossession or non-receipt of the profits. If, therefore, there were an outstanding term, it was clear that the reversioner's right of entry did not accrue until the term had expired, because only then did his estate become an estate in possession (*Doe d. Davy*, 7 M. & W. 181). This section had created a curious anomaly. Suppose the case put by Mr. Baron Alderson of an insolvent tenant, under an existing lease, containing a proviso for re-entry on non-payment of rent, that the insolvent had paid no rent at all, and continued to sit free and insolvent, for twenty years, the lease still subsisting, and the reversion, of course, not having fallen in: here the landlord lost both the land and the rent. This was decided in *Doe d. Mannon v. Bingham*, 3 Ir. L. Rep. 456. So that a landlord was entitled to recover possession at the end of the term, though he never received a farthing rent, but he could avail himself of the clause of re-entry, and enter on the land, after the lapse of twenty years; for the last case specified in the 3rd section was when the person claiming the land or rent, or the person through whom he claimed, should have become entitled by a forfeiture or breach of condition, the right should be deemed to have accrued when such forfeiture was incurred, or such condition broken. The anomaly just mentioned resulting from the combined operations of the 2nd and 3rd sections of the statute, would seem almost to have been anticipated by the framers of the act. It was clear that if a reversioner or remainder-man did not take advantage of a forfeiture or breach of condition within the twenty years allowed him, he lost his right to do so. It seemed to have been feared that under the 2nd section he would then lose his reversion, for the 4th section made an express provision for such a case, enacting that if advantage was not taken of a forfeiture or breach of condition the reversioner should have a new right to enter when his estate fell into possession, which "falling into possession" was defined by the 5th section of the statute. The doctrine of non-adverse possession was entirely done away with.

The 7th and 8th sections assisted to carry out this object. If there was a tenancy at will, the right of the landlord was deemed to have accrued at the end of the first year, or at the expiration of the tenancy. Consequently where the tenant was let into possession in 1817, and the action was brought in 1839, it was considered to be too late, for the right accrued in 1818, at the end of the first year of the tenancy, although the landlord had entered, and cut and carried away stone from the lands; this only converted the tenancy at will into one by sufferance, and the tenant had continued in possession as tenant at sufferance, unless a new tenancy at will had been created (*Doe d. Bennett*, 7 M. & W. 226). In this case a new trial was granted, and it was found that there was evidence of a new tenancy at will having been created, so that a fresh period of twenty years had begun to run, and had not expired before the action was brought. (See the same case, 9 M. & W. 643.) Twenty years' possession under this statute gave an estate. Its operation, as to a tenancy at will, in barring the right of the real owner to recover after twenty years had expired, would be seen in the case of *Doe d. Dayman & Moore*, 9 Q.B. 555. The object of the provision at the end of section 7, that no mortgagee or *certain que trust* should be deemed a tenant at will, was too obvious to call for comment.

The 8th section of the statute laid down a similar rule as to tenancies from year to year, where there was no lease in writ-

ing. Under the previous sections the right accrued at the determination of the tenant's term, either by breach of condition, forfeiture, or effluxion of time. The same principle applied to yearly tenancies—the right accrued either at the end of the first year of the tenancy, or at the last time when any rent was received, whichever should last happen. The operation of the act in giving an indefeasible estate by twenty years' possession, without payment of rent, after a yearly tenancy, was illustrated by the case of *Jukes v. Sumner*, 14 M. & W. 39. The effect of the payment of rent within the twenty years was illustrated by the case of *Doe d. Earl Spencer v. Beckett*, 4 Q.B. 601.

The non-receipt of rents or profits was the period from which commenced that dispossession of the rightful owner, which, after twenty years, was to oust him altogether. The payment of rents or profits it was which, on the other hand, preserved to the landlord his property. But in a tenancy at will, or at sufferance, there was no rent or annual acknowledgment of the owner's right; and hence twenty years' possession might give such tenant an indefeasible estate. In the cases mentioned, the rightful owner would have preserved his property had he taken an acknowledgment of his right from the tenant, for this, by the 14th section of the statute, was equivalent to possession or receipt of rent by him. What was a sufficient acknowledgment, what writing amounted to an acknowledgment, was generally a question of law, and of course was, on general principle, to be determined by the court (*Morrell v. Frith*, 3 M. & W. 402). That was a case on the statute of limitations of James I., but the same rule was applied to a case under this very section, (*Doe d. Curzon v. Edmonds*, 6 M. & W. 295.) That case would also serve to show that an acknowledgment must be unconditional and absolute; it must not be of the nature of a proposal, for instance. A good illustration of such an acknowledgment was to be found in the case of *Furston v. Clogg*, 10 M. & W. 572, and in the recent case of *Jayne v. Hughes*, 10 Ex. 430.

The 16th section of the statute provided for the case of disabilities at the time the right accrued to the person, by or through whom the claim was made. It gave a claimant ten years beyond the time when the disability should have ceased. These disabilities were—one, infancy; two, coverture; three, unsoundness of mind, including idiocy or lunacy; and four, absence beyond seas. It should be observed that "imprisonment" was not a disability under the statute, as it had hitherto been under the 21st of James I. The commissioners on the law of real property had this disability omitted, both in their statute and in the 3 & 4 Will. 4, s. 42, which prescribed the limitation as to actions on specialties, on the ground that imprisonment, whether under civil or criminal process, was now of comparatively short duration. The Mercantile Law Amendment Act had swept it away in other cases, so that it no longer existed as a disability in any case whatever. With reference to "absence beyond seas," it might be remarked that it remained a disability under this statute so far as regarded suits for land or rents, but had ceased to be so as to suits for money charged upon land, and also under the other statutes of limitation—the 3 & 4 Will. 4, c. 42 & in 21 Jac. I. c. 16. Suits for recovery of money charged upon land would, therefore, be classed with specialty debts. With reference to the other disabilities—infancy, coverture, lunacy, and absence beyond seas—the disability must exist at the time the right accrued, from which it might sometimes happen that the protection intended to be afforded by the statute was no protection at all (see *Owen v. de Beauvoir*, 16 M. & W. 567).

Even in the case of disability, the lapse of forty years was, by section 17, an absolute bar to the right to recover, as was held in the case of *Doe v. Branton*, 3 Ad. & E. 63. But it must be kept in view that the forty years was not a bar against all the world. The twenty years constituted the regular and ordinary bar; the savings of different disabilities constituted the exceptions thereto; the forty years period ran only in the case of disabilities, and in that case not more than forty years were allowed. The twenty years began to run when the right accrued; for instance, when an estate in remainder or reversion fell into possession—an event which might not happen for a much longer period than forty years, as, for example, in the case of an estate for life with remainder over, or a lease for ninety years. With these cases the forty years' limitation had nothing to do.

The lecturer said that the 20th, 21st, 22nd, and 23rd sections of the statute were passed merely to carry out the general object of the statute, and that their examination would involve a disquisition on the law of real property which it was not within his province to give; but that the operation of the 21st section was illustrated in the case of *Austin v. Llewellyn*, 9

Ex. 276. The 24th section merely made part of the statute law, the rule on which the Court of Chancery had all along acted in adopting legal periods of limitation.

Mr. Kerr said, that the limitations applicable to corporeal hereditaments and rents might be summed up in three propositions.

1. An entry could only be made on, or an ejectment be brought for, land (including tithes), or a distress be made for a rent charge within twenty years of the right accruing to the claimant, or some one through whom he claimed.

2. The right to enter, bring ejectment or distrain, accrued (and the period of twenty years of course began to run), when the claimant was first dispossessed.

3. If the claimant, or the person through whom he claimed, happened to have been an infant, lunatic, a *feme covert*, or absent beyond seas, at the time the right accrued, the claimant had, ten years after the death of the person under disability, or after the disability ceased, to proceed, but in no such case had he more than forty years.

### Mercantile Law Conference.

In accordance with previous announcement, this conference met, on Jan. 28, at Willis's Rooms, St. James's, Lord BROUGHAM presiding. Among those present were:—Lord Stanley, M.P., Sir Erskine Perry, M.P.; Mr. Apsley Pellatt, M.P.; Mr. George Ridley, M.P.; Mr. Wickham, M.P.; Mr. Craufurd, M.P.; Mr. Christopher Russell, Liverpool; Mr. Edward Banner, Liverpool Law Society; Mr. John Wilson, Vice-President of the Liverpool Guardian Society for the Protection of Trade; Messrs. Hassell, Phillips, and Wells, Hull Chamber of Commerce; Mr. L. Briton, secretary to the Bristol Chamber of Commerce; Messrs. Crosthwaite, Francis Codd, John Jameson, and Thomas Pim, Dublin Chamber of Commerce; Mr. Henry Brown, mayor of Bradford; Mr. John Darlington, secretary to the Bradford Chamber of Commerce; Messrs. Kitchley and Saunders, Kidderminster; Mr. Scrope Ayrton, Leeds; Messrs. Turner, Entwisle, Taylor, and Fleming, Commercial Association, Manchester; Mr. Lea, Warrington Chamber of Commerce; Mr. Richard Graves, mayor of Warwick; Mr. S. S. Lloyd, Birmingham Chamber of Commerce; Mr. J. Mitchell, Leith; Mr. T. T. Paget, President of the Leicester Trade Protection Society; and Mr. Thos. McClure, Belfast Chamber of Commerce. There was also a large attendance of members of the legal profession.

The CHAIRMAN, in opening the proceedings, said it gave him very great satisfaction to have the honour of meeting that conference, assembled as it was from all parts of the country, as well as from the City of London, and that, too, on a subject of the greatest possible importance. He would not detain them by dwelling on the importance of the occasion. It was enough to say that those whom he addressed were met to give the result of their practical experience of the working of the mercantile laws of this country. If anything could add to the necessity of attention, on the part of the Government and the Legislature, to the experience of mercantile men on the subjects which most nearly affected them, it was the fact that of late years very material changes had been introduced in the mercantile laws of this country, and that of the effects of those changes, for good or for evil, they had not yet had an adequate opportunity of informing themselves. At the head of the subject-matter set down for consideration stood the law of bankruptcy and insolvency, and the other branches of the law of debtor and creditor forming part of the new system which had been introduced within little more than a quarter of a century. A great change was made in the law by the act of 1831. Important changes were made by the act passed in 1840 or 1841; and a further change, and, as he trusted, a further improvement, was introduced in 1849, by the act commonly called "The Bankruptcy Consolidation Act." They had now to consider how far benefit had arisen from these several changes; how far errors had been committed, and, therefore, mischief had been inflicted; and how far improvements might now be introduced in the law. As regarded measures of amendment generally, objections had been urged against the course pursued by the Law Amendment Society which appeared to be wholly groundless. It was said that they had not proceeded upon any system, that they ought to introduce a new code of mercantile laws instead of going to work piecemeal and making a variety of proposals. Now, in the first place, he denied the truth of what was alleged; he asserted that they had

proceeded almost constantly upon a uniform system. One great principle would be found to pervade and govern all the changes which he himself proposed before the existence of the Law Amendment Society, and many of which he happily succeeded in bringing about, and all the changes which that society had since been the means of carrying into effect. That principle was the substitution of natural for technical procedure—natural procedure with its incalculable benefits, for technical procedure with its incalculable evils. If he were asked why they did not propose a new system of law, his answer would be that that would be all very well if the existing system of jurisprudence were a mass of absurdity and contradiction. If, indeed, there were nothing valuable in the existing system, the sooner it was swept away and another substituted for it the better; but the contrary was the truth. Even the stoutest law amenders admitted that such was not the case. Mr. Bentham himself was one of the first to admit that there was in the English system of jurisprudence far more of what is valuable than of what is reprehensible; and it followed from this that, instead of the whole being swept away, nine-tenths of the system, being good, should be retained, and the remaining tenth should, as far as possible, be improved. Again, it was said that the improvements which were proposed, not merely by the Law Amendment Society, but by those who desired changes in the political, civil, or religious system of the country, did not go far enough. His answer was, that they went as far in most cases as they ought to go—as far as was practicable and safe. It was best to take one step, and make sure of their footing, and then to wait until that step had proved safe and beneficial. No harm could arise from postponement, while it was at least attended with the advantage derived from experience. He had alluded to the Bankruptcy Consolidation Act. Many objections had been made both in and out of courts of justice, to the working of that statute. These objections were, he believed, very much exaggerated; but one thing must be admitted—namely, that late events in the mercantile world had unfortunately shown that there was a species of conflict between the different branches of the law affecting bankruptcy and insolvency, and the Winding-up Acts. His impression was that these things were beneficial on the whole, and that the great difficulty arose from the conflict of jurisdiction; and if the winding-up and the bankruptcy were administered by the same tribunal, he ventured to say 99 out of 100 parts of the grievance would cease to exist. He was informed that Mr. Commissioner Holroyd concurred in this opinion. Now he thought the moment at which they were met was in some respects a happy one. There was now a great disposition on the part of all persons in both Houses of Parliament to devote their attention to the important subject of the amendment of the law; and various measures were not merely in contemplation, but in actual preparation, for the accomplishment of that desirable object. Not only the Government, but parties wholly unconnected with, and indeed opposed to it, concurred in the necessity of making some changes, and in hoping that the changes contemplated would prove beneficial. Professions and promises, indeed, cost little, and wise and prudent men would be disposed to take them at cost price. He certainly participated in that feeling, and would look more to a little performance than to very ample promise; but, beyond the general principle which he had stated, he had no reason whatever to doubt the perfect sincerity, both of those in office, and those out of office, from whom the promises and professions in question had proceeded; still, he was disposed to watch carefully, to be active and diligent, and to do all he could to secure that those to whom he referred should fulfil their promises; and nothing certainly could be more likely to conduce to the desired result than the proceedings of that conference.

Mr. HASTINGS, one of the secretaries of the conference, then read the following report of the committee:—

"The great success of the Mercantile Law Conference held in November, 1852, and the legislative results which followed its deliberations, induced the council of the Law Amendment Society to take into consideration, at the commencement of their present session, the expediency of convening another meeting of a similar nature. The council felt that the same reasons which had operated so powerfully to produce and carry through successfully the first conference were still in existence, to exercise the same influence over another. It is true that considerable amendments have been made during the last four years in the mercantile law of the United Kingdom; but it is equally true that those amendments bear but a small proportion to the defects which still require a remedy. The council have constantly received communications from various quarters,



which showed that considerable dissatisfaction is felt by the commercial community as to the law or its administration, or both; and were there no other evidence of the need existing for further improvements in our laws, this dissatisfaction, arising in a body of men so little prone to agitation and so desirous of stability as the mercantile classes, seems in itself a tolerably conclusive demonstration. Law, if cheap, simple, and well-adapted to its purposes, would work smoothly and silently as the recognised arbiter in case of dispute, and as the natural medium for the assertion of right and the redress of wrong. It is only when it departs from its true nature and fails properly to execute its appointed ends—when it becomes slow, cumbrous, expensive, uncertain, and oppressive—in other words, when it imperatively requires reform, that there is any likelihood of the public mind being agitated in respect to it. A general complaint against the working of a law is a proof that the law is defective; we may not at once see the evil, but we may be confident that it exists somewhere. Pure law is no more likely to be complained of than pure air or pure water. Impressed, therefore, with the dissatisfaction which appeared prevalent on the subject of our commercial laws, the council in November last addressed a letter to the Chambers of Commerce throughout the United Kingdom, asking their opinion as to the expediency of holding a Mercantile Law Conference for 1857. The answers received were so favourable that the council resolved to appoint the committee who are now addressing you, and to charge them with the preparation for a conference; and the committee accordingly proceeded to fix the days for the meeting, to issue invitations to chambers of commerce, town councils, trade associations, law societies, and other bodies interested in commercial law, and also to solicit suggestions as to the topics which the conference would do well to discuss. This appeal has been most fully answered, both with regard to the number of towns which are represented to-day, and the number and nature of the communications forwarded to the committee. Twenty-one towns, comprising upwards of five millions of inhabitants, and concentrating the wealth, energy, and enterprise of our shipping, manufacturing, and trading interests, have sent delegates to this conference. The names of these towns, several of which have supplied representatives from more than one public body, are as follow:—Bath, Belfast, Birmingham, Bradford, Bristol, Dublin, Glasgow, Huddersfield, Hull, Kidderminster, Leeds, Leicester, Liverpool, London, Manchester, Newcastle, Norwich, Plymouth, Southampton, Wolverhampton, and Worcester. The number of communications received is so considerable that the committee are unable to fulfil their intention of enumerating and describing them to the conference. Several will be read as papers during the proceedings, and it is hoped that all will be printed with the authorised report which the committee intend to publish very shortly. The task of arranging and classifying the various subjects forwarded to the committee has been a more difficult one. The circulars originally forwarded to the different bodies invited, contained eight heads of subjects which were selected as *indicia* of the kind of topics desirable; and the committee have been happy to find that while suggestions have been sent up on some point or other under each of these heads, scarcely any point has been urged which cannot be classified under one of them. Numerous and various, no doubt, the suggestions are; but on the main points there seems to be a singular agreement, and the committee believe that the course of discussion they are about to recommend is likely to bring prominently forward those topics in which the great majority of the delegates present are most interested. The principal subjects, they would observe, will be opened by papers, a mode of proceeding which tends to bring the discussion to a definite issue, and to present that issue in a clear and intelligible way. The first subject in the list is the law of bankruptcy, one on which the committee have received communications from every single public body represented here to-day, as well as from a number of private individuals. There cannot be a question that the present administration of this branch of our law, greatly as it was improved by the Bankruptcy Act of 1831, and afterwards by the Bankruptcy Consolidation Act of 1849, requires immediate and searching revision. The committee will not enter into the details of this question, being relieved from the necessity of doing so by the fact that a paper will be read on the subject which has been prepared by the Leeds Chamber of Commerce, and which will no doubt treat of it in the fullest and most satisfactory way. Mr. Commissioner Ayrton has favoured the committee with a paper under the same head, which will also be read to the conference. The committee have thought it advisable, that on the same morning during which bankruptcy is considered, other topics which can be classed under the same general

head of the law of debtor and creditor should be taken. Mr. Craufurd, M.P., will accordingly read a brief paper on his Judgments' Execution Bill, a salutary measure which has been too long delayed. A discussion will also be taken on the United Kingdom Writs Bill, which is advocated by the Liverpool Chamber of Commerce and by other public bodies. Under this class of subjects, the committee may allude to that of imprisonment for debt, concerning which they have received several suggestions, among others a bill from Mr. Apsley Pellatt, M.P. In the evening of to-day a paper will be read by the Liverpool Chamber, on that most important and popular subject, the establishment of tribunals of commerce. Considerable difference of opinion prevails as to the expediency of these tribunals, at least if established after the continental fashion; but there can be little doubt as to the justice of the demand by the mercantile classes, for a cheaper, more frequent, and more satisfactory mode of disposing of commercial litigation. On the morning of Thursday, after a short paper by Professor Levi on a commercial code, the Manchester Commercial Association have undertaken to bring forward the subject of a general registration of partnerships. There is no topic more occupying the minds of mercantile men at the present moment: a strong impression prevails that such a measure, if it can be practically worked out, is most desirable, if not essential to the security of traders; and it is the highest satisfaction to the committee that this important subject is in hands so well calculated to do it justice, it being well known that the Association, in conjunction with the Manchester Law Society, have prepared a bill to carry out such a registration. The next paper read will be on the 17th. section of the Statute of Frauds, by Mr. Robert Slater, a well known merchant in the City, and one of the late commissioners of inquiry into the expediency of assimilating the commercial laws of England, Scotland, and Ireland. This subject has now been long discussed, and seems to divide the mercantile world. The committee hope that the consideration of it at this conference may tend to its ultimate settlement. There are various other topics of a less general nature which the committee think may be more advantageously debated by a small number than by a numerous and mixed meeting. They therefore recommend that several small committees be appointed, composed of one member from each deputation interested in the particular subject, and that these committees should, after due deliberation, report to the conference before it terminates. The committee, in conclusion, cannot but express their deep obligation to the various bodies who have supported them on this occasion, and to the gentlemen who have sacrificed their time and occupations to be present here. They are well aware of the influential nature of this conference, and of the important results which are likely to flow from it; but at the same time they are impressed with the conviction that these results will not be of a day's accomplishment, and that much care, caution, labour, and oversight will be requisite if the full fruits of this meeting are in their maturity to be gathered in. They would recommend therefore, that the committee who have superintended the arrangements of the conference be authorised to continue their functions as the accredited representatives of the powerful gathering present here, and that to their number should be added the president and chairman of every Chamber of Commerce and other public body represented at the conference. Such a committee as this will speak the voice not of a town or a county but of the kingdom at large; it will afford a rallying point for all mercantile law reformers, and may lay the foundation for an organisation which will at last move the government and the legislature to efforts worthy of the national greatness, and calculated to bring the laws of the United Kingdom into permanent harmony with the requirements of justice and sense, and with the customs and exigencies of trade."

Mr. Commissioner AYRTON, of the Leeds Court of Bankruptcy, read a paper on the improvement of the bankrupt laws. The two great complaints against the present system were:—first, that it was too expensive; and second, that the punishments inflicted were uncertain and inadequate. But expense was the great complaint. Now the Court of Bankruptcy, being a mercantile court, its expenses were taken out of bankrupt estates, and fell exclusively upon those who suffered by bankruptcies. In working a bankruptcy with the smallest possible amount of assets—that is, with only £150—at least £100 would be swallowed up in expenses. As the assets increased, so did the expenses swell up, though not in the same ratio, to £200, £300, and £400, till in such cases as the Royal British Bank the ordinary working expenses would be as many thousands of pounds. The expense of the Court of Bankruptcy was then greater than it would be a few years hence—first, because the

large sum (about £28,000 annually) then paid for pensions and compensations would, of course, cease as the annuitants died; and, second, because the permanent expenses of the court were to be diminished by reducing the commissioners to four in London, and to seven in the country, thus saving the expense of seven commissioners and seven registrars, or £18,000 annually. The following table would give a tolerably correct idea of the annual expenses:

Compensations and pensions (about) .....	£28,000
Accountant in bankruptcy and clerks .....	6,380
Five London commissioners (2,000 <i>l.</i> each) .....	10,000
Eleven country ditto (1,800 <i>l.</i> ) .....	19,800
Taxing master and clerks .....	1,650
Seven London registrars (1,000 <i>l.</i> ) .....	7,000
Twelve country ditto (800 <i>l.</i> ) .....	9,600
Five London ushers (100 <i>l.</i> ) .....	500
Eleven country ditto (80 <i>l.</i> ) .....	880
Chief registrar's clerks (four) .....	905
Travelling expenses of country commissioners and registrars (about) .....	1,000
	£85,715

"In addition to which sums, the solicitors, official assignees, and messengers, had to be paid. The following estimate was believed to be below the mark:—

Solicitors' bills, London and country .....	£100,000
Thirty official assignees (1,200 <i>l.</i> each) .....	36,000
Seventeen messengers (800 <i>l.</i> each) .....	13,600
	£149,600

"The first item was £28,000 a-year for compensations and pensions for abolished offices. Was it not unjust to saddle these compensations upon bankrupt estates in the present day? Surely it would be proper that this sum of £28,000 for compensations, from which bankrupt estates derived no advantage whatever, should be charged upon the Consolidated Fund."

The learned commissioner then proceeded to remark on the following, among other, matters:—

#### "THE REGISTRARS.

"It had been asked whether the registrars were necessary? In the country districts there was, eventually, to be but one commissioner in each district, who must sit daily; in case of his illness, and to enable him to take vacation, the registrar could act for him, and the country registrar had to tax the bills of costs of the solicitors; it therefore appeared that the country registrars could not well be dispensed with. In London it was different: the commissioners there sat for each other, and there was a taxing master in London. It therefore appeared that the London registrars might be dispensed with.

#### "SOLICITORS.

"The costs of the solicitor constituted the most serious item in the expense of every bankruptcy. In the court at Leeds, in the five years from January, 1843, the aggregate amount of costs was £26,471, or above £5,000 a-year. It appeared to him that the solicitor received too much out of each bankrupt estate; not because he was overpaid for what he did, but because he did too much; that is, he did business which other people ought to do, and which was not properly within the province of a solicitor to meddle with. The result was, that far too large a proportion of the expenses of bankruptcy was caused by the solicitor's ordinary bill of costs. He proposed to appoint a solicitor to every court, whose duty would be to act as official solicitor under every bankruptcy, and to be paid a fixed salary of £400 or £500 a-year, such salary to be paid out of the same fund as the other officers of the court. The experiment of the official assignee in place of the creditors' assignee has been found highly successful. He believed that an official solicitor would be no less successful. He did not propose that it should be imperative on the creditors to have recourse to the official solicitor. They should be allowed to select any other solicitor if they thought fit, only, in that case, the dividend would be reduced by the amount of the bill of costs. He did not perceive that this measure would be unfairly injurious to the profession. Other great public bodies had their official solicitors, who were remunerated by fixed salaries, and why not that commercial chamber, the Court of Bankruptcy? It was to be remembered that all the costs of a bankruptcy were paid in reduction of a dividend to be made out of an estate already insolvent. He had suggested various reductions in different branches of the Court of Bankruptcy, and the solicitors would have no just reason to complain if they were included in the reduction.

#### "APPEALS ON CERTIFICATES.

"The question of the amount of punishment to be inflicted by the Court of Bankruptcy generally arose on questions of

granting, suspending, or refusing the certificate. It had been stated in a very public manner that an unfortunate difference of opinion existed between the Lords Justices and the Commissioners of the Court of Bankruptcy, regarding the proper quantum of punishment to be affixed to different degrees of culpability in bankrupts applying for their certificates. No doubt it was the fact that on appeals the Lords Justices generally alter and modify the sentence of the commissioners, almost invariably reducing the quantum of punishment. In many of the appeals the Lords Justices had differed from the commissioners on questions—sometimes of principle, sometimes of detail—of such a nature that the judgment of the one or the other must be fundamentally wrong on questions of common mercantile life and morals. The result appeared to be, that, in order to maintain that feeling of respect which ought to accompany every tribunal for the administration of justice, one of two things ought to take place—either the whole question of the certificate must be taken from the commissioner, and transferred to the Lords Justices, or the appeal on questions of certificate must be abolished, and the decision left with the commissioner. As regards the first plan, it was tolerably certain that the Lords Justices would never tolerate the wearying labour of deciding, in the first instance, concerning bankrupts' certificates; even if their lordships felt inclined to undertake the task, it was very doubtful whether they could possibly find the time; and if they could, there still arose the question whether the public would endure the expense of taking all the country cases to London; and, finally, would their lordship's decisions be satisfactory, seeing that the whole case, up to that time, had been before another tribunal? The result appeared to be that the appeal on questions of certificate only ought to be abolished. But, in leaving the decision in the hands of the commissioners alone, it must be remembered that lawyers were not born with any peculiar aptitude to judge of commercial matters; and their legal education and professional pursuits went very little way towards supplying what, like all other men, they had to learn upon the subject. Skill and knowledge on such matters was the slow growth of time and experience. The commissioner sitting daily, attending daily to commercial matters, surrounded by men in trade, and by solicitors connected with merchants, might be supposed in time to gain some portion of experience in commercial matters. But in order to guard the public against any erroneous views which the commissioner might take, the remedy would be to require that on questions of the last examination, or of certificates, if any of the parties (that is, the bankrupt, the assignees, or any opposing creditor) should require it, two commercial men of the district—members of the chamber of commerce, if possible—not connected with the bankruptcy, but of the same trade as the bankrupt, should sit with the commissioner, having a voice and vote in the determination of the case. With this guard, the appeal to the Lords Justices on such questions might be abolished with safety and advantage to all parties.

The CHAIRMAN thought it desirable for the conference to see how far it was likely to agree with regard to the proposed alterations in the bankruptcy law. There were four principal recommendations embraced in Mr. Ayrton's paper. The first was the throwing of the £28,000, a year, paid for compensation, on the consolidated fund, with regard to the propriety of which he (the chairman) entertained no doubt whatever. The second was the abolition of the offices of messenger and broker, and of the office of registrar, so far as London was concerned. Thirdly, there was the payment of the official assignee altogether by salary. He could not entirely concur in that suggestion, because he thought the result of such a state of things would be that the official assignee would in many cases go to sleep. He thought the payment should be partly by salary and partly by fees. The fourth and last point was the abolition of the appeal. He was of opinion that the appeal should not be totally abolished, because without it, amidst the multiplicity of commissioners, it might be impossible to keep the administration of the bankruptcy law sufficiently uniform.

The proceedings of the conference continued on Wednesday evening and on Thursday. We must reserve our further report until next week.

### Juridical Society.

At a meeting of this Society, held on Monday evening last, a paper, by the Hon. I. N. Dickinson, one of the judges of the Supreme Court of New South Wales, was read. The subject

was "English Case-Law, with an inquiry into its essential characteristics, and some suggestions for forming a complete digest and instituting out of existing decisions." After referring to the recent attempts at consolidation of the statute law, the learned writer cited the authority of Lord Coke, Mr. J. W. Smith, and others, to show the great importance of a mastery of the reported decisions to the legal practitioner. The difficulty, however, was unquestionable. The volumes contained reports of cases arranged in the chronological order of their decision. The first case in a volume might be on a bill of exchange, the second on the power of a coroner to turn a man out of a room, the next respecting the validity of a marriage, and so on. If the student had recourse to the treatises, no doubt a general, but a superficial view of the whole of the separate titles of law might be obtained. The knowledge thus acquired could with difficulty be retained in the memory, as the mind could not clearly perceive the reasons for the decisions enunciated; nor could the learning derived from treatises be safely applied in practice till it was ascertained what similarity there might be in the facts, whereon advice was sought, with those which induced the decision cited in the treatise which appeared applicable to the circumstances under consideration. The law, like all other sciences, was a collection of particulars, from which, on close examination, certain formulæ or rules might be induced. These rules were useful only so far as, from their brevity, they might easily be recorded in the memory, for the purpose of suggesting the individual cases from whence they were derived. Though clear ideas of legal propositions were only to be obtained by the study of the facts on which the decisions were pronounced, distinct notions could not be stored in the understanding, unless the several parts of the subject were arranged in their natural order. If all the cases cited in Bayley on Bills were collected into one volume, and therein arranged in the same order as they are cited in the treatise, the law relating to such instruments would be much more accurately apprehended and remembered, than it could be from the study of the treatise, or by the perusal of the cases, along with others, as they occurred in the volumes of the reports. If all the cases on every other title were collected into distinct books, and similarly arranged, a vast deal would be accomplished for the student of case-law; but from the multitude of reported cases the mastery of twenty titles would require the expenditure of half the number of years. In many instances it would be ascertained that the law on a particular point had been proved by repeated decisions, and as a proposition of law was sufficiently proved by one decision, therefore all but one might be struck out of the collection. If of several decisions on the same point one should be found which accounted for as well as proved the legal proposition, that should be the one retained; for it would show not the law only, but the reason of the law. The case so retained might be denuded of the counsel's arguments, and so much only of the opinions expressed by the judges should be set down as disclosed the reasons of their determination. There would then remain of a volume of collected cases on a head of law, the report of one case alone on a given point, setting out the facts on which the decision arose, and why they received the determination that was recorded. If the reports on every title of case-law were thus collected and reduced, and all the reduced collections arranged in a scientific order, the labour of reading the books at large would be wonderfully reduced. The common law would thus be reduced into a digest, which would combine the certainty of the report-books with the method of the abridgement. As most of the cases thus admitted into the digest would be explained by the reasons assigned for them, from those reasons there might, in an elementary work, be deduced, by *a priori* reasoning, the same rules which were arrived at by induction from the cases in the digest. As the statute law, in many places, necessarily intersects the case-law, the code or consolidated statute law and the digest should be arranged uniformly, as far as practicable; and each chapter in the elementary work or institute should be similarly arranged, and should denote on each head the relations of the statute and the case-law on the matter of that division. Such a digest would be preferable to the incorporation of the case-law with the statutes into a code; for as the details of circumstances could never be set forth in statutes, the code would provide only for general and not particular instances, and would be a mere collection of abstracts without concretes. The only plan of reducing the cases into the form of positive law would be by inducing general rules from the instances in the books, and giving them the efficacy of statutes. The learned writer proceeded to discuss a plan of this kind which had been proposed

by Mr. Crofton Uniacke, in 1825, and alluded to a work by Mr. S. B. Harrison, on the Law of Evidence, which was undertaken by the latter gentleman for the purpose of illustrating Mr. Uniacke's scheme. But although the methodical arrangement advocated and illustrated by these gentlemen would form an admirable portion of an elementary institute, it was unsuitable for a digest of the case-law, which should consist, not of generalisations, but of individuals, as in law the only safe process of reasoning is from particulars to particulars, or by ascertaining the similarity of the circumstances on which a decision was propounded with those under consideration, or the analogy existing between their relations. In a digest of case-law, the greatest care should be given to set out the circumstances and details of facts, so that the propositions of law should not have too general an application. Domat's work would be a good form for an institute, if to each rule was added (as in Euclid's Elements) an explanation of the reasons of the rules formally enunciated, together with references to the cases in the digest which proved the propositions to be law. Should the case-law ever be incorporated with the statutes into a code, new circumstances would continually arise, to which that code could have no application. The code itself would continually be subjected to construction, and its application to facts in litigation would form new materials for books of case-law. The very construction of a statute is a common law operation, as also the decision of all cases entirely novel in their circumstances. All lawyers studied with more pleasure, remembered with more certainty, and applied with more accuracy, the case-law than the statute. Hence, in digesting the former, the circumstances and details of facts should be retained. "The reporting of particular cases and examples," said Lord Coke, "is the most perspicuous course of teaching the right rule and reason of the law; and the glossographers, to illustrate the rule of the civil law, often reduce the rule into a case, for the more lively expression and application of the same." It is assumed that most propositions of the law which the cases propound, have been established on some reason disclosed in one at least of the decisions; and there are also many propositions—the only evidence of whose existence is to be found in the books of reports—which are grounded not upon abstract reasoning, but sometimes upon custom, sometimes on positive law of greater antiquity than the ordinary statutes, and others which have been decided contrary to principle and reason.

As such propositions had not (unless accidentally the attribute of universality), and were not necessarily, in the absence of positive enactments, law in other countries, like those which were founded on abstract reasoning, they could not with propriety be included as a portion of the common law. The ordinary notion of the common law was that conception by which it differed from Acts of Parliament, and the whole of the case-law satisfied that notion. In discussing the case-law, it might be important to distinguish between those cases which were grounded on abstract reasoning, and which were, therefore, more properly called common law; so that, in the digest, the origin of each proposition should be disclosed, in order that the other class of cases should be dealt with as the statute law—treated as cases within the express decision, while the former might be extended by analogy. The following sketch was offered as to the method of ascertaining the law on litigated subjects. If a statute was applicable, the dispute was governed by the enactment. If there were none applicable to the case, but a case in the books was found identical in its circumstances with the facts, it would decide the question, unless the decision was demonstrably repugnant to reason. If neither a statute nor a case could be found, the court was obliged to decide by natural reason. The case thus decided was called "a case of the first impression," and the law propounded was considered to be then discovered and declared. The decision stood thenceforth as evidence of the pre-existing law on the disputed facts, and as a precedent for future decisions. If every proposition of law were founded upon natural reason, a digest should contain only "cases of the first impression." But there are propositions of law which might be shown to be repugnant to reason, but were, nevertheless, held to be law, because cases have often been decided by them, and public acquiescence has conferred on them a validity as potent as if they had been enacted by Parliament. But in these instances, it was held that they are only to be directly applied, and were not to be extended by equity or analogy, according to the maxim of the civil law—*Quod contra rationem juris receptum est, non est producendum ad consequentia*. Each of such legal propositions, together with those which had arisen by custom, or other positive law, should be evidenced in the digest by some one decision exhibiting its irrational or posi-



tive original, in order that the digest should distinguish between the cases which might be extended and those which should be restricted in their application; and possibly these latter legal propositions might be better dealt with by being incorporated with the statute law. Mr. Bentham had proposed this mode of dealing with the whole of the case-law—that the whole law of England, as far as it has arisen by enactments, or been developed in the course of litigation, should be matter of positive enactment. If the reason on which a case was decided was to be made the proposition of law in such a code, no resolution would be disclosed of the peculiar facts which elicited the provision; and when similar facts should afterwards come into controversy, the question would be, whether they had been provided for beforehand by the code. If, on the other hand, the point decided by the case was to be made an article of the code, it would afford no rule for cases which would be within the same reason. The provision of the code could not be extended by analogical reasoning, and a large amount of law would have to be developed anew. The law which is evidenced by judicial decisions was far more elastic than statutory enactments. For, as no enactments could provide for all things that might afterwards happen, cases of the first impression must always arise to be decided, not by the conjecture of the judge, but by some proposition of natural justice more general than the point decided, so that the conclusion might be shown to be based on a prior rule, and not on considerations beginning and ending with the circumstances before the court. The learned writer then discussed a number of rules, which he proposed for the formation of such a digest and institute; and laid before the society a specimen of each, by way of illustrating his method.

A discussion ensued, in which the Hon. Baron Bramwell, who occupied the chair, expressed considerable doubt as to the possibility of satisfactorily accomplishing the proposed work, and of its utility, even though it could be achieved. It was generally admitted by the speakers, however, that the plan of the institute would be most valuable for the student, and even for the practitioner of law.

**NOTE.**—The English public were lately somewhat surprised at the information contained in M. Ubicini's work on Turkey, in which he gives us a very elaborate account of the efforts of law reformers and codifiers in the land of the Cadis. We are told that the Turks have eight distinct codes—viz., the religious, the political, the military, the criminal, the penal, the commercial, and the civil codes, and, lastly, the code of game laws—but what will our lawyers say when they are told that even the reported decisions (*fetwas*), of which there appears to be a greater number in Turkish than in English law, have long ago been consolidated and arranged very much in the same manner as has been suggested by Mr. Justice Dickinson, in the paper noticed above. M. Ubicini tells us that the solution of almost every conceivable case may be found in the ancient collection of *fetwas* (decisions or opinions), which have been carefully preserved since the time of the first disciples of the Prophet; and their number is so great, that Toderini reckoned fifty-five large volumes of them in the library of St. Sophia alone. There are five of these collections, extending from the year 1041 to the year 1143 of the Hegira (1631-1740): the last of these, compiled by the learned Behdjat-Abdullah Effendi, contains the substance of all the others. In 1226 (1808) Hafiz-Mehemed-Kedoussi published a new collection, in Turkish and Arabic, printed at Constantinople in 1822, which is both an abridgment and a commentary of the preceding ones. Its contents are arranged in forty-five books, in the order of the six codes of which the Ottoman jurisprudence was then composed.\* This collection is still used in the tribunals as a commentary or explanation of the general code of laws.

### Private Bills before Parliament.

Mr. Smith and Mr. Frere, the examiners appointed by the Houses of Parliament for private bills, began their sittings on Monday last. Mr. Frere took his seat for the first time, having been appointed examiner in the place of Mr. May, who has succeeded to Mr. Ley, as clerk-assistant of the House of Commons. Mr. Frere was one of the committee clerks, and has for many years assisted the examiners in their important duties.

\* See M. Bianchi's account of this work in the *Journal Asiatique* for March, 1824. There is a printed copy of the collection of *Kedoussi* in the archives of the Ministry for Foreign Affairs at Paris. Another collection of the *fetwas* of the Mufti Ali was printed in 1830 at Constantinople. Ali was Mufti (Sheikh-ul-Islam) under Mohammed IV.

The following list will show the result of the labours of the examiners during the week;—

The Agents' names have been given in the former List of Petitions, ante p. 30. ABBREVIATIONS: S. O. C.—Standing Orders complied with, N. C.—Standing Orders not complied with.

### STANDING ORDER PROOFS.

CASES HEARD BY THE EXAMINERS.

Monday, January 26.

Before Mr. SMITH.		Before Mr. FRERE.	
No. on Pet. List.	Unopposed.	No. on Pet. List.	Unopposed.
3.	Islington Parish (N. C.)	2.	Inverness and Nairn Railway (S. O. C.)
5.	Stratford-upon-Avon Gas (S. O. C.)	4.	Exeter and Exmouth Railway (S. O. C.)
9.	Stockton New Gas and Stockton Gas Consumers' Companies (S. O. C.)	7.	Cornwall Railway (S. O. C.)
12.	Reading Railways Junction Railway (S. O. C.)	8.	Ely Tidal Harbour and Railway (S. O. C.)
13.	New River Company (S. O. C.)	14.	Victoria (London) Docks (S. O. C.)
10.	Newry, Warrenpoint, & Ros-trevor Railway (Adj.)		<i>Opposed.</i>
11.	Formartine and Buchan Railway (N. C.)	1.	East Kent Railway (Strood to St. Mary's Cray, &c.) (N. C.)

Tuesday, January 27.

Unopposed.		Unopposed.	
15.	Mid-Kent Railway, Croydon Extension (N. C.)	19.	Finsbury Park (N. C.)
18.	Whitehaven & Furness Junction Railway (S. O. C.)	22.	Sunderland Gas (S. O. C.)
20.	Whitehaven, Cleator, and Egremont Rail. (S. O. C.)	24.	Newry and Derriskillen Railway (N. C.)
21.	Peebles Railway (S. O. C.)	25.	Richmond Improvement (no parties appeared)
23.	Taff Vale Railway (S. O. C.)	26.	Carlisle and Hawick Railway (S. O. C.)
	<i>Petition Adjourned.</i>		<i>Petition Adjourned.</i>
17.	Newry, Warrenpoint, & Ros-trevor Railway	6.	Chester Water (Opposed) (S. O. C.)
	<i>Opposed.</i>		<i>Opposed.</i>
17.	Aberdeen, Peterhead, and Fraserburgh Rail. (N. C.)	16.	Kidsgrove Market (S. O. C.)

Wednesday, January 28.

Unopposed.		Unopposed.	
31.	Thames and Medway Conservancy (S. O. C.)	27.	Liverpool and Birkenhead Docks (S. O. C.)
32.	Metropolitan Cattle Market (S. O. C.)	29.	West Somerset Mineral Railway (S. O. C.)
33.	Mayor's Court of the City of London (S. O. C.)	30.	Birkenhead District Gas and Water (Adj.)
34.	Burial of the Dead in the City and Liberties of London (S. O. C.)	40.	Glasgow Gas (S. O. C.)
36.	Tweed River Fisheries (S. O. C.)	42.	Monkland Railways (S. O. C.)
37.	Tyne Improvement (S. O. C.)	43.	Bathgate, Airdrie, & Coat-bridge Railway (S. O. C.)
39.	Brighton, Hove, and Preston Constant Service Water (S. O. C.)		<i>Opposed.</i>
	<i>Opposed.</i>	28.	Watchet Harbour (Adj.)

Thursday, January 29.

Unopposed.		Unopposed.	
44.	Glasgow City and Suburban Gas (S. O. C.)	51.	Cork and Bandon Railway (S. O. C.)
45.	Leslie Railway (S. O. C.)	53.	North Level Drainage (S. O. C.)
46.	Cannock Mineral Railway, No. 1 (S. O. C.)	54.	North Staffordshire Railway Bridge-water Canals (S. O. C.)
47.	London & South Western Ry. Acts Amendment (S. O. C.)	55.	Dublin and Wicklow Railway (S. O. C.)
49.	Stockport, Disley, & Whaley-bridge Railway (N. C. as regards the Hayfield Br.)	56.	Tralee and Killarney Railway (S. O. C.)
50.	Oldham, Ashton-under-Lyne, and Guide-bridge Junction Railways (Adj.)	57.	Electric Telegraph Company (S. O. C.)
	<i>Petition Adjourned.</i>	41.	Hartlepool Extension and Headland Improvement (S. O. C.)
36.	Southampton, Bristol, and S. Wales Rail. (Opposed, N. C.)		<i>Petition Adjourned.</i>
	<i>Opposed.</i>	28.	Watchet Harbour (Opposed, S. O. C.)
48.	Dublin and Meath Railway (not appeared on)		

Friday, January 30.

Unopposed.		Unopposed.	
63.	Blackburn Railway (S. O. C.)	58.	Langport, Somerton, and Castle Cary Roads (S. O. C.)
64.	Birkenhead Docks, Construction (S. O. C.)	60.	Wearmouth Bridge, Ferries and Approaches (S. O. C.)
65.	Birkenhead Docks, Management (S. O. C.)	61.	North Eastern and Hartlepool Dock and Railway Companies Amalgamation (Adj.)
67.	Waterford and Tramore Railway (S. O. C.)	62.	Hereford Cathedral Restoration (S. O. C.)
	<i>Petitions Adjourned.</i>	63.	East Kent Railway, Extension to Dover (S. O. C.)
38.	Metropolitan New Streets and Improvements (Unopposed, S. O. C.)	69.	Herne Bay and Faversham Railway (Adj.)
50.	Oldham, Ashton-under-Lyne, and Guide-bridge Junction Railways (Unopp., S. O. C.)	70.	South Durham and Lancashire Union Railway (S. O. C.)
	<i>Opposed.</i>		<i>Petition Adjourned.</i>
59.	Clyde Navigation.	52.	Eastern Counties Railway (Opposed, N. C.)
66.	Scottish Central Railway.		
	(Both under consideration when reporter left.)		

## New County Court Rules.

## SCHEDULE OF FORMS.

(Continued from p. 90.)

## 65. Warrant of Execution against the Goods of Claimant.

Folio in Ledger.

No. of Plaintiff —. No. of Warrant —.

In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant. E.F., Claimant.

Whereas at a Court holden at —, on the — day of —, 18—, the Plaintiff, by the judgment of the said Court, recovered against the defendant the sum of £— for debt [or damages] and for costs: And whereas the defendant, by an order of the Court, was ordered to pay the same to the registrar of the Court: And whereas default having been made in payment according to the said order, on execution issued against the goods of the defendant, under which certain goods and chattels were seized, in respect of which E.F. of, &c., made claim, and which claim was heard and decided upon at a Court held at —, on the — day of —, 18—, and it was adjudged that the goods so seized under the said execution were the property of the defendant, [or that certain rent alleged by the said E.F. of, &c., to be due to him was not so due]: And it was ordered that the costs of that proceeding, amounting to the sum of £—, should be paid by the claimant to the registrar of the said Court, on or before the — day of —, 18—: And whereas default has been made in payment according to the said last-mentioned order: these are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the said claimant wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of the said claimant or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the claimant which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of the Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of —, 18—.

By the Court,

—, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Costs adjudged ... ..	...	...	...
Poundage for issuing this Warrant ... ..	...	...	...
Total amount to be levied ... ..	£	:	:

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said claimant.

Application was made to the registrar for this warrant at — minutes past the hour of — in the — noon of the — day of —, 18—.

## 66. Bond where a Plaintiff is Appellant.

Know all men by these presents, that we, A.B. of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G.H. of, &c., in £—\*, to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves, and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this — day of —, One thousand eight hundred and —.

Whereas an action — is now depending in the County Court of —, holden at —, wherein the above-bounded A.B. is plaintiff and the above-named G.H. is defendant: And

\* A sum sufficient to cover the costs of appeal, say £20, being double the estimated amount.

whereas the said action came on to be tried in the said Court on the — day of — when a judgment was given for the said G.H.

And whereas the said A.B., being dissatisfied with such judgment, gave due notice to the said G.H. of his the said A.B.'s intention to appeal from the same to her Majesty's Court of — at Westminster, according to the statute in such case made and provided: And whereas it is thereby provided, that the party who shall appeal as aforesaid shall give security, to be approved by the registrar of the Court aforesaid, for the costs of the appeal, whatever be the event thereof: And whereas the above-named C.D. and E.F., at the request of the said A.B. have agreed to enter into the above-written obligation for the purposes aforesaid, and the security intended to be hereby given has been approved of by —, the registrar of the said County Court, as appears by his allowance in the margin hereof: Now the condition of this obligation is such, that if the above-bounded A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the costs of the said appeal, as the said Court of Appeal shall order, then this obligation shall be void, otherwise shall remain in full force.

A.B. (I.s.)

C.D. (I.s.)

E.F. (I.s.)

Signed, sealed, and delivered by the above-bounded —, in the presence of —.

NOTE.—If a Deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a Stamp.

## 67. Bond where Defendant is Appellant.

Know all men by these presents, that we, A.B. of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G.H. of, &c., in £—\* to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves, and each and every of us, in the whole, our and each of our heirs, executors, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this — day of — one thousand eight hundred and —.

Whereas an action — is now depending in the County Court of —, holden at —, wherein the above-named G.H. is plaintiff, and the above-bounded A.B. is defendant: And whereas the same action came on to be tried in the said Court on the — day of — last, when a judgment was given for the said G.H. in the sum of £—.

And whereas the said A.B., being dissatisfied with such judgment, gave due notice to the said G.H. of his the said A.B.'s intention to appeal from the same to Her Majesty's Court of — at Westminster, according to the statute in such case made and provided: And whereas it is thereby provided, that the party who shall appeal as aforesaid shall give security, to be approved by the registrar of the Court aforesaid, for the costs of the appeal, whatever be the event thereof, and also for the amount of the judgment, if such party be the defendant, and the appeal be dismissed: And whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above-written obligation, for the purposes aforesaid, and the security intended to be hereby given has been approved of by —, the registrar of the said County Court, as appears by his allowance in the margin hereof: Now the condition of this obligation is such, that if the bounden A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the costs of the said appeal, as the said Court of Appeal shall order (and shall also, in case the said appeal shall be dismissed, pay to the said G.H., his executors, administrators, or assigns, the said sum of £— [amount of the judgment†] then this obligation shall be void, otherwise shall remain in full force.

A.B. (I.s.)

C.D. (I.s.)

E.F. (I.s.)

Signed, sealed, and delivered by the above-bounded —, in the presence of —.

NOTE.—If a Deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a stamp.

\* A sum sufficient to cover the costs of appeal, say £20, being double the estimated amount, and also double the amount of judgment.

† To be omitted, if amount previously paid into Court.

68. *Case on Appeal* (Rule 145).

In the County Court of — holden at —.  
(Seal.)

On appeal to the Court of —

Between A.B., Plaintiff, and C.D., Defendant.

This is an action [here state the cause of action and the facts].

The question for the opinion of the Court of — is—First  
[here state the question for the opinion of the Court.]

[Signature of Judge.]

69. *Admission of Claim or Part of Claim under sect. 8 of 13 & 14 Vict. c. 61* (Rule 183).

(A.)

No. of Plaintiff.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

I, the defendant, do hereby confess and admit that the sum of £ —, the amount claimed [or the sum of —, being part of the amount claimed by the plaintiff in this action] is due to him from me [and that I will pay the same by instalments of —].

Dated this — day of —, 185—.

—, Defendant.

Signed in the presence of —.

This paper marked A. is the statement referred to in the annexed Affidavit.

70. *Affidavit of Signature to Admission, sect. 8 of 13 & 14 Vict. c. 61.*

No. of Plaintiff —. In the County Court of — holden at —.  
Between A.B., Plaintiff, and C.D., Defendant.

I, —, of —, gentleman, an attorney of Her Majesty's Court of —, at Westminster, make oath and say, that I was present on the — day of —, One thousand eight hundred and fifty —, and did see the above-named defendant sign the statement hereunto annexed, marked with the letter A, and that the name set to the said statement is in the handwriting of the defendant, and that the name set to the said statement as the witness attesting the same is in my handwriting.

Sworn at —, in the county of —, this — day of —, One thousand eight hundred and fifty —, before me —.

71. *Notice to Plaintiff of Admission of Claim, under sect. 8 of 13 & 14 Vict. c. 61.*

No. of Plaintiff —. In the County Court of —, holden at —.  
Between A.B., Plaintiff, and C.D., Defendant.

I do hereby give you notice, that the defendant has filed a statement confessing and admitting the amount claimed by you [and agreeing to pay the same by instalments of —], and that it will not be necessary for you to prove the claim on the day of hearing; but you must attend the Court to apply to the judge for an order of payment.

Dated this — day of —, 185—.

—, Registrar of the Court.

To the Plaintiff.

N.B.—The fee to be paid upon your making such application will be — shillings [here state the actual amount to be paid].

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

72. *Notice to Plaintiff under s. 8 of 13 & 14 Vict. c. 61, of Admission of Part of Claim*

No. of Plaintiff —. In the County Court of —, holden at —.  
Between A.B., Plaintiff, and C.D., Defendant.

(Seal.)

I do hereby give you notice, that the defendant has filed a statement confessing and admitting £ —, part of the amount claimed by you, and that it will not be necessary for you to prove that part of your claim which the defendant has so admitted, on the day of hearing. If, however, you do not consent to accept the sum so admitted in satisfaction of your demand, you must be prepared to prove the excess; but, at all events, you must attend the Court to apply to the judge for an order for payment.

Dated this — day of —, 185—.

—, Registrar of the Court.

To the Plaintiff.

N.B.—The fee to be paid upon your making such application will be [here state the actual amount to be paid].

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

73. *Admission under s. 9 of 13 & 14 Vict. c. 61.*

No. of Plaintiff —. In the County Court of —, holden at —.  
Between A.B., Plaintiff, and C.D., Defendant.

We, the plaintiff and defendant, do hereby agree that the amount of the debt or demand due from the defendant to the plaintiff is £ —, and that the same, with £ — for the plaintiff's costs, and £ —, the Court fees, shall be paid to the registrar of the Court at his office, in manner following; that is to say,

Dated this — day of —, 185—.

} Signature of Plaintiff  
and Defendant.

Signed in the presence of —.

This paper, marked "A," is the statement referred to in the annexed Affidavit.

74. *Affidavit of Signature under s. 9 of 13 & 14 Vict. c. 61.*

No. of Plaintiff —. In the County Court of —, holden at —.  
Between A.B., Plaintiff, and C.D., Defendant.

I, —, of —, gentleman, an attorney of Her Majesty's court of —, at Westminster, make oath and say, that I was present on the — day of —, One thousand eight hundred and fifty —, and did see the plaintiff and defendant respectively sign the statement hereunto annexed, marked with the letter A, and that the name —, set to the said statement is in the handwriting of the plaintiff, and that the name —, set to the said statement is in the handwriting of the defendant, and that the name —, set to the said statement as the witness attesting the same is in my handwriting.

Sworn at —, in the county of —, this — day of —, One thousand eight hundred and fifty —, before me, —.

75. *Summons in Nature of a Scire facias where any Change of Plaintiff.*

No. of Plaintiff —. In the County Court of —, holden at —.  
(Seal.)

Between E.F., Plaintiff, (Address, Description), and C.D., Defendant, (Address, Description).

Whereas A.B., at a Court holden at —, on the — day of —, 185—, obtained a judgment against you for the sum of £ — for debt and costs, which judgment now remains unsatisfied: And whereas the said A.B. has since died [or state circumstances requiring revival of judgment], and the said plaintiff is his executor [or state representative character], you are hereby summoned to appear at a Court to be holden at — on the — day of —, 185—, at the hour of — in the — noon, to show cause why judgment should not be entered up at the suit of the plaintiff on the judgment so obtained against you, and why execution should not issue thereon.

Dated this — day of —, 185—.

—, Registrar of the Court.

£ s. d.

Due on judgment ... : :  
To the Defendant.

N.B.—Where the judgment in the original cause was for the defendant, the above form must be altered accordingly.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

76. *Summons in Nature of Scire Facias where any Change of Defendant.*—(Rule 154.)

No. of Plaintiff —. In the County Court of —, holden at —.  
(Seal.)

Between A.B., Plaintiff (Address, Description), and E.F., Defendant (Address, Description).

Whereas the plaintiff, at a Court holden at —, on the — day of —, 185—, obtained a judgment against C.D. of [name, address, and description of C.D.], for the sum of £ — for — and costs, which judgment now remains unsatisfied: And whereas the said C.D. has since died [or state cause of revival being necessary], and you are his executor [or state other representative character], you are hereby summoned to appear at a Court, to be holden at —, on the — day of —, 185—, at the hour of —, in the — noon, to show cause why judgment should not be entered up against you, at the suit of the plaintiff, on the judgment so obtained, and why execution should not issue thereon.



Dated this — day of —, 185—.

To the Defendant. —, Registrar of the Court.

Due on judgment ... £ s. d.

N.B.—Where the judgment in the original cause was for the defendant, the above form must be altered accordingly.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

**77. Judgment on Scire Facias Summons on Change of Plaintiff.**  
(Rule 154.)

No. of Plaintiff —. In the County Court of —, holden at — (Seal.)

Between E.F., Plaintiff, and C.D., Defendant.

Whereas A.B., at a Court holden at —, on the — day of —, 185—, obtained a judgment against the defendant for payment of £— for — and costs, and which said judgment now remains unsatisfied: And whereas the said A.B. has since died [*or state circumstance requiring revival of judgment*], and the plaintiff is his executor [*or state other representative character*]: It is ordered that the said plaintiff be at liberty to issue execution on the said judgment against the said defendant [*and for the sum of £—\* for further costs*].

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Due on judgment ... £ s. d.

N.B.—Where the judgment in the original cause was for the defendant the above form must be altered accordingly.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

**78. Judgment on Scire Facias on Change of Defendant.**—(Rule 154.)

No. of Plaintiff —. In the County Court of —, holden at — (Seal.)

Between A.B., Plaintiff, and E.F., Defendant.

Whereas the plaintiff, at a Court holden at —, on the — day of —, 185—, obtained a judgment against C.D. for the sum of £— for — and costs, and which judgment now remains unsatisfied: And whereas the said C.D. has since died [*or state other circumstances requiring revival of judgment*] and the defendant is his executor [*or state other representative character*].

[*Conclude according to the rules and forms as to executors and the defence made.*]

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Due on judgment ... £ s. d.

N.B.—Where the judgment in the original cause was for the defendant the above form must be altered accordingly.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

**79. Judgment against an Executor who has wasted Assets.**—  
(Rule 160.)

No. —. In the County Court of —, holden at — (Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or Administrator*] of —, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £— for — and £— for costs; and it is ordered, that the defendant do pay the same to the registrar of this Court, on or before the — day of —.

It is also adjudged that the defendant, being the executor [*or administrator*] of the said deceased, has made away with, wasted, and put to his own use divers goods and chattels (or moneys, as the case may be), to the amount of the said sum, which were the property of the said deceased, and which came to the hands of the defendant as executor [*or administrator*] as aforesaid, to be administered.

Wherefore it is ordered, that if the defendant shall make default in the payment of the said sum, the same shall be levied by distress and sale of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or administrator*], if the defendant has so much thereof in his hands to be administered, and if he has not, then that the said sums shall be levied of the proper goods and chattels of the defendant.

Given under the seal of the Court this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

**80. Judgment against an Executor who has denied his representative Character.**—(Rule 161.)

No. —. In the County Court of —, holden at — (Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or Administrator*] of —, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £— for — and £— for costs: and it is ordered, that the defendant do pay the same to the registrar of this Court, on or before the — day of —, 185—.

And the defendant having denied that he is executor [*or administrator*] of the said —, deceased, it appears to the Court that he is executor [*or administrator*] of the said deceased.

Wherefore it is ordered, that if the defendant shall make default in the payment of the said sums, the same shall be levied by distress and sale of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or administrator*], if the defendant has so much thereof in his hands to be administered; and if he has not, then that the same sums shall be levied of the proper goods and chattels of the defendant.

Given under the seal of the Court, this — day of — 18—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

**81. Judgment against an Executor who has pleaded a Release of the Claim to himself.**—(Rule 161.)

No. —. In the County Court of — holden at — (Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or Administrator*] of —, deceased, Defendant.

Upon hearing this cause, at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £— for —, and £— for costs: And it is ordered that the defendant do pay the same to the registrar of this Court, on or before the — day of —, 185—.

And the defendant having alleged that the plaintiff's claim had been released to him, it appears to the Court that he has failed to prove such release:

Wherefore it is ordered, that if the defendant shall make default in the payment of the said sums, the same shall be levied by distress and sale of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [*or administrator*], if the defendant has so much thereof in his hands to be administered; and if he has not, then that the said sums shall be levied of the proper goods and chattels of the defendant.

Given under the seal of the Court, this — day of — 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

**82. Judgment against Executor or Administrator who admits his Representative Character, and denies the demand.**—(Rule 162.)

No. —. In the County Court of —, holden at — (Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or Administrator*] of —, deceased, Defendant.

Upon hearing this cause at a Court this day holden it is adjudged that the plaintiff do recover against the defendant the

\* Here insert the Sum, if any, allowed to the Plaintiff as Costs by the Judge.

sum of £— for —, and £— for costs: and it is ordered that the defendant do pay the same to the registrar of this Court, on or before the — day of —, 185—.

And the defendant having admitted his representative character, but denied the plaintiff's demand, and the plaintiff having proved the same, it is further ordered that if the defendant shall make default in payment of the said sums, the same shall be levied as follows: the sum of £— (*the debt or damage and costs*) of the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [or administrator], if the defendant has so much thereof in his hands to be administered; and if he has not, then that the sum of £— (*the costs*) be levied upon the proper goods of the defendant.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

83. *Judgment against Executor or Administrator where he admits his representative Character, but denies the demand, and alleges total or partial Administration of Assets, and the Plaintiff proves his Demand, and the Defendant proves Administration.*—(Rule 163.)

No. —. In the County Court of —, holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Executor [or Administrator] of —, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £— for —, and £— for costs: and it is ordered, that the defendant do pay the same to the registrar of this Court on or before the — day of —, 185—.

And the defendant having admitted his representative character, but denied the plaintiff's demand, and having so alleged a total [or partial] administration of the goods of the said deceased, which came to the hands of the defendant as executor [or administrator] to be administered, it appears to the Court that the plaintiff has proved to the Court his demand, and also that the defendant has proved the administration alleged.

Wherefore it is ordered that in default of such payment the sum of £—, being the costs incurred by the plaintiff in proving his demand, shall be levied on the goods and chattels which were of the said deceased, and which came to the hands of the defendant as executor [or administrator], if the defendant has so much thereof in his hands, and if he has not then that it shall be levied of the proper goods and chattels of the defendant, and as to the sum of £—, the plaintiff's demand, that it be levied of the goods and chattels of the said deceased which hereafter shall come to the hands of the defendant as executor [or administrator] as aforesaid to be administered.

And it is further ordered, that the plaintiff do pay to the registrar of the Court, on or before the — day of —, 185—, the sum of £—, being the costs incurred by the defendant, in proving the administration alleged.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

N.B. If the defendant is shown to have some assets, the judgment must be for that amount de bonis testatoris, and for the residue quando acciderint.

Hours of attendance at the office of the registrar [*place of office*] from ten to four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

84. *Judgment against Executor or Administrator where the Defendant admits his representative character, but denies the demand, and alleges total or partial Administration of Assets, and the Plaintiff proves his demand, and the Defendant does not prove the Administration.*—(Rule 164.)

No. —. In the County Court of —, holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Executor [or Administrator] of —, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £— for —, and £— for costs; and it is ordered that the defendant do pay the same to the registrar of this Court, on or before the — day of —, 185—.

And the defendant, having admitted his representative character, but denied the plaintiff's demand, and having also alleged a total [or partial] administration of the goods of the said deceased, which came to the hands of the defendant as executor [or administrator] to be administered, it appears to the Court that the plaintiff has proved to the Court his demand, and also that the defendant has not proved the administration alleged.

And it is further ordered, that if the defendant shall make default in payment of the said sum, the same shall be levied as follows: the sum of £— (*debt and costs*) of the goods and chattels which were of the said deceased, and which came to the defendant as aforesaid, if the defendant has so much thereof in his hands to be administered; and if he has not, then that the residue of the sum of £— (*debt*) be levied of the goods and chattels of the said deceased which hereafter shall come to the hands of the defendant as executor [or administrator] as aforesaid, to be administered; and that the sum of £— (*the costs*) be levied upon the proper goods of the defendant.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

85. *Judgment against an Executor or Administrator who admits his representative Character and the Plaintiff's Demand, but alleges a total or partial Administration of Assets, and proves the Administration.*—(Rule 165.)

No. —. In the County Court of —, holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Executor [or Administrator] of — deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £—, for —, and it is ordered, that the defendant do pay the same to the registrar of this Court, on or before the — day of —, 185—.

And the defendant having admitted his representative character, and also the plaintiff's demand, and having alleged a total [or partial] administration of the goods of the said deceased, which came to the hands of the defendant as executor [or administrator] to be administered, it appears to the Court that the defendant has proved to the Court the administration alleged.

Wherefore it is ordered, that in default of such payment, the said sum of £— shall be levied of the goods and chattels of the said deceased, which hereafter shall come to the hands of the defendant as executor [or administrator] as aforesaid, to be administered.

And it is further ordered, that the plaintiff do pay to the registrar of this Court, on or before the — day of —, 185—, the sum of £—, being the costs incurred by the defendant in proving the administration alleged.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

86. *Judgment against an Executor or Administrator who admits his representative Character and the Plaintiff's Demand, but alleges a total or partial Administration of Assets, and does not prove the Administration.*

No. —. In the County Court of —, holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Executor [or Administrator] of —, deceased, Defendant.

Upon hearing this cause at a Court this day holden, it is adjudged that the plaintiff do recover against the defendant the sum of £—, for —, and it is ordered, that the defendant do pay the same to the registrar of this Court at —, on or before the — day of —, 185—.

And the defendant having admitted his representative character, and also the plaintiff's demand, and having alleged a total [or partial] administration of the goods of the said deceased which came to the hands of the defendant as executor [or administrator] to be administered, it appears to the Court

that the defendant has not proved to the Court the administration alleged.

And it is further ordered, that if the defendant shall make default in payment of the said sum, the same shall be levied as follows; the sum of £— (*debt and costs*) of the goods and chattels which were of the said deceased, and which came to the defendant as aforesaid, if the defendant has so much thereof in his hands to be administered; and if he has not, then that the residue of the sum of £— (*debt*) be levied of the goods and chattels of the said deceased which hereafter shall come to the hands of the defendant, as executor [*or administrator*] as aforesaid to be administered; and that the sum of £— (*the costs*) be levied upon the proper goods of the defendant.

Given under the seal of the Court, this — day of — 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*] when the office will be closed at one.

87. *Summons to an Executor of Plaintiff's intention to apply to the Court where Assets have come to Defendant's Hands since Judgment.*—(Rule 167.)

No. —. In the County Court of —, holden at —. (Seal).

Between A.B., Plaintiff (*Address, Description*), and C.D., Executor [*or Administrator*] of —, deceased, Defendant (*Address, Description*).

The plaintiff having learned that property of the deceased has come to your (the defendant's) hands as executor [*or administrator*] since the judgment herein to be administered [and that you have witholden and wasted the same], intends to apply to the Court to be holden on the — day of —, 185—, at the hour of —, in the — noon, for an order that the debt (*or damages*) and costs shall be levied of the goods and chattels of the said deceased, if you have so much thereof to be administered [and that if you have not then, that it shall be levied of your proper goods and chattels], and that the costs be levied of your proper goods and chattels.

You are therefore hereby summoned to appear at the said Court at the time and place aforesaid, to answer touching the matters aforesaid.

Dated this — day of —, 185—.

—, Registrar of the Court.

To the Executor or Administrator of the deceased.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

88. *Warrant of Execution against the Goods of a Testator.*

No. of Plaintiff —. No. of Warrant —.

In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or Administrator*] of —, deceased, Defendant.

Whereas at a Court holden at —, on the — day of —, 185—, the plaintiff obtained a judgment against the defendant, as executor [*or administrator*] of the said deceased, for —, the sum of —, for —, due and owing to the plaintiff by the said deceased in his lifetime, and the sum of — for costs of suit: And thereupon it was ordered by the Court that the defendant should pay the same to the registrar of the Court, on or before the — day of —, 18—, [*or by instalments of — for every — days*]: And whereas default has been made in payment according to the said order, these are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels which were the property of the said deceased in his lifetime, in the hands of the defendant to be administered, wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money, which were the property of the said deceased in his lifetime, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, if the defendant hath

so much thereof in his hands to be administered; and if he hath not so much thereof in his hands to be administered, then that you make and levy of the proper goods and chattels, money, or bank notes (whether of the bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant, the sum of —, for the costs and charges first above mentioned, and the costs of this execution and of levying the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Debt or damage adjudged . . . . .			
Costs . . . . .			
Paid into Court . . . . .			
Remaining due . . . . .			
Poundage for issuing this warrant . . . . .			
Total amount to be levied . . . . .			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at — minutes past the hour of —, in the noon of the — day of —, 185—.

(Warrants of Execution upon the Judgments given in pages 84 to 90 may be drawn from this form, altered accordingly from those forms.)

89. *Judgment against an Executor on a Devastavit.*—(Rule 168.)

No. —. In the County Court of — at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Executor [*or Administrator*] of —, deceased, Defendant.

Upon hearing the plaintiff's application in this cause at a Court this day holden, it is adjudged that property of —, deceased, has come to the hands of the defendant, as his executor [*or administrator*], since the judgment recovered herein, to be administered, and that the defendant has wasted the same property, whereby the judgment recovered herein remains unsatisfied. It is therefore ordered, that the defendant do pay the sum of £— recovered by [*or remaining due upon*] the judgment, together with the sum of £—, the costs of this order, to the registrar of this Court, on or before [*as the case may be*].

And it is further adjudged, that if the defendant make default in payment thereof an execution shall issue to make and levy the above-mentioned sums of the goods and chattels of the said deceased, if the defendant has so much thereof in his hands to be administered, and if he has not, then to be made and levied of the proper goods and chattels of the defendant.

Given under the seal of the Court, this — day of — 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

90. *Order of Reference.*—(Rule 175.)

In the County Court of — holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

By the consent of the plaintiff and defendant, it is, at a Court holden this day, ordered that all matters in difference in this cause [*and all other matters within the jurisdiction of this Court, in difference between the said parties*], be referred to —, of —, whose certificate, to be made or given on or before the — day of —, 18—, shall be entered as the judgment in this cause; and it is further ordered that the time for making or giving such certificate may be from time to time enlarged by the judge of the Court, in his discretion, for such time as he shall, by indorsement to be by him made on this order, direct; and that the said certificate, when made or given, may be referred back



again to the said arbitrator at the like discretion of the said judge without the further consent of the said parties, and in case either of the said parties shall neglect or refuse to attend any appointment to be made by the said arbitrator for proceeding under this order, after two days' notice thereof in writing shall have been given to him by serving the same personally or by leaving it at his last or usual place of abode, the said arbitrator shall be at liberty to proceed *ex parte* on the matters of the said reference, and his certificate shall be as valid as if both the said parties had duly attended before him. And it is further ordered, that the costs of the said reference shall be in the discretion of the arbitrator, and that the costs of the action shall abide the event; and it is lastly ordered that the submission to arbitration shall not be revocable by either party.

Given under the seal of the Court, this — day of —, 185—.

By the Court,  
—, Registrar of the Court.

#### 91. Summons to a Tenant or other Person holding over.

No. of Plaintiff —. In the County Court of —, at —.  
(Seal.)

Between A.B., Plaintiff (Address, Description), and C.D., Defendant (Address, Description).

You are hereby summoned to appear at a County Court to be holden at —, on the — day of —, 185—, at the hour of — in the noon, to answer the plaintiff, wherefore you neglect or refuse to deliver up to him possession of a certain [message with appurtenances, or part of a house, &c., or as the case may be], situate at —.

And take notice, that the plaintiff claims of you for rent [or mesne profits] [or for rent and mesne profits] the sum of — for a period from the — day of —, 185—.

And further take notice, if you do not appear at the said Court, and show cause why you do not deliver up possession as aforesaid, the judge of the said Court may order that possession of the said premises be given by you to the plaintiff, forthwith or on or before such day as the judge shall name, and that if such order be made and be not obeyed a warrant may issue to give possession to the plaintiff.

Dated the — day of —, 185—.  
—, Registrar of the Court.

To the Defendant.

	£	s.	d.
Costs of this summons	...	...	...
Claim for	...	...	...

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

ON BACK.

TAKE NOTICE.—If the plaintiff in this action be not your immediate landlord, YOU MUST, upon your being served with this summons, or if this summons shall come to your KNOWLEDGE, forthwith GIVE NOTICE thereof to your IMMEDIATE LANDLORD, and if you do NOT give such NOTICE you will be liable, under sect. 58 of 19 & 20 Vict. c. 108, to forfeit to your immediate landlord THREE YEARS RACK-RENT of the premises held by you of him in respect of which the summons shall have issued.

#### 92. Summons under sect. 52 of 19 & 20 Vict. c. 108.

No. —. In the County Court of — holden at —.  
(Seal.)

Between A.B., Plaintiff (Address, Description), and C.D., Defendant (Address, Description).

You are hereby summoned to appear at a Court to be holden at —, on the — day of —, 185—, at the hour of — in the noon, to answer the plaintiff why possession of a certain — situate at —, should not be given up to the plaintiff, by reason of the rent payable in respect thereof by you being half a year in arrear, and the plaintiff having right by law to re-enter for the non-payment thereof.

If you shall pay to the registrar the rent in arrear, and the costs of this action, as stated at the foot of the summons, five clear days before the day you are required to appear to this summons, this action will cease.

And take notice, that if you do not pay such rent in arrear and costs, or appear at the said Court, and show cause why possession of the said — should not be recovered against you, you may be ordered by the Court to give possession of such premises to the plaintiff, and that if such order be not obeyed a warrant may issue to give possession to the plaintiff.

Dated this — day of — 185—.  
—, Registrar of the Court.

£ s. d.

Costs of this summons ...  
Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

ON BACK.

TAKE NOTICE.—If the plaintiff in this action be not your immediate landlord, YOU MUST, upon your being served with this summons, or if this summons shall come to your KNOWLEDGE, forthwith GIVE NOTICE thereof to your IMMEDIATE LANDLORD, and if you do NOT give such NOTICE you will be liable, under sect. 53 of 19 & 20 Vict. c. 108, to forfeit to your immediate landlord THREE YEARS RACK-RENT of the premises held by you of him in respect of which the summons shall have issued.

#### 93. Order for Recovery of Tenement.

No. —. In the County Court of —, at —.  
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon the hearing of this cause, at a Court holden this day, it is ordered that the defendant do give to the plaintiff possession of a certain —, [or message or part of a certain house with appurtenances, or as the case may be] situate at —, forthwith [or on the — day of —], and it is adjudged that the plaintiff do recover against the defendant the sum of £ — for rent [or mesne profits] [or for rent and mesne profits] and £ — costs.

And it is ordered, that the defendant do pay to the registrar of the Court the sum [or sums] above mentioned on or before the — day of —, 185—.

Given under the seal of the Court, this — day of —, 185—.

By the Court,  
—, Registrar of the Court.

To the Defendant.

Take notice, that if you do not give such possession, a warrant may issue requiring the bailiff of the Court to give possession of the said — to the plaintiff, and to levy the sum above mentioned, together with further costs.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

#### 94. Warrant for giving Possession of Tenement.

No. of Plaintiff —. No. of Warrant —. In the County Court of —, at —.  
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas, at a Court holden at —, on the — day of —, 185—, it was ordered by the Court that the defendant should give the plaintiff possession of a certain [as in summons] situate at —, [and that the plaintiff should recover against the defendant] the sum of £ — for rent [or mesne profits] [or rent and mesne profits] and costs.

And whereas the defendant has not obeyed the said order: These are therefore to authorise and require you to forthwith give possession of the said herein-before mentioned premises to the plaintiff: And these are therefore further to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the defendant, whosoever they may be found within the district of this Court (excepting the wearing apparel and bedding of the defendant or his family, and the tools and implements of his trade, if any, to the value of five pounds) the said sum, and the costs of this warrant and execution; and also to seize and take any money or bank-notes (whether of the Bank of England or any other Bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money, of the defendant, which may be there found, or such part or so much thereof as may be sufficient to satisfy this execution and the costs of making and executing the same, and to pay the amount so levied to the Registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of —, 185—.

By the Court,  
—, Registrar of the Court.

To the High Bailiff of the said Court.

	£	s.	d.
Rent [or mesne profits] [or rent and mesne profits]	...	...	...
Costs	...	...	...
Poundage for issuing this warrant	...	...	...
Total amount to be levied	...	...	...

**NOTICE.**—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at — minutes past the hour of —, in the noon of the — day of —, 185—.

**95. Notice to Distrainer of Goods [or Cattle] intended to be replevied.**

In the County Court of —, holden at —.

Take notice, that A.B., of, &c., whose goods [or cattle] you have distrained, intends to replevy the same, and has proposed as his sureties for the due prosecution of an action of replevin against you in the [here mention the Court in which the action is to be brought], E.F., of, &c., and G.H., of, &c., and that if you have any valid objection to make to the proposed sureties, or either of them, you must attend at [here insert place of office of Registrar] on the — day of —, at the hour of —, when the bond will be submitted to me for approval.

J.K., Registrar of the Court.

**96. Bond in Replevin under sect. 65 of 19 & 20 Vict. c. 108.**

Know all men by these presents, that we, A.B., of, &c., C.D., of, &c., and E.F., of, &c., are held and firmly bound unto G.H., of, &c., in £ —, to be paid to the said G.H. or his certain attorney, executors, administrators, or assigns, for which payment to be made we bind ourselves and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents.

Sealed with our seals, and dated this — day of —, One thousand eight hundred and —.

Whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above written obligation, and his security has been approved of by —, the registrar of the County Court of —, holden at —, as appears by his allowance in the margin hereof.

Now, the condition of this obligation is such, that if the above-bounden A.B. do and shall within one week from the date of the said obligation commence an action of replevin against the above-named G.H. in Her Majesty's Court of —, at Westminster, for taking and unjustly detaining of certain goods and chattels of the said —, to wit, [here insert the description of the goods and chattels], and prosecute such action with effect and without delay, and, unless judgment be obtained thereon by default, do and shall prove before the said Court of —, that he, the said —, had good ground for believing that the title to the hereditament in respect of which the distress was made was in question [or, that the title to a toll was in question], [or, that the title to a market was in question], [or, that the title to a fair was in question], [or, that the title to a franchise was in question], [or, that the alleged rent or damage in respect of which the distress was made exceeded twenty pounds], and do and shall also make return of the said goods and chattels, if return thereof shall be awarded, then this obligation shall be void and of no effect, otherwise shall be and remain in full force.

A.B. (L.S.)

C.D. (L.S.)

E.F. (L.S.)

Signed, sealed, and delivered by the above bounden in the presence of —.

I approve of this bond.

J.K., Registrar.

(This bond does not require a stamp. See 3 Geo. 4, c. 41.)

**NOTE.**—If a Deposit of Money be made, the Memorandum thereof should follow the terms of the conditions of the Bond, and will not require a stamp.

(To be continued.)

**Court Papers.**

**Privy Council.**

LIST OF BUSINESS FOR THE JUDICIAL COMMITTEE—FEB., 1857.

The Judicial Committee will commence sitting for the despatch of business on Monday, 2nd February, 1857.

\* The distrainer.

Appellants.	Respondents.	Whence.	Solicitors or Proctors.		Observations.
			Appellants.	Respondents.	
Cochrane.	{ Harroson- durri & Ors.	Bengal.	{ Wilson & Waller.	{ Lawford & Waterhouse.	
Liddell ...	{ Horne and Westerton }	Court of Arches	Currey ...	Jennings.	
Liddell & Others ...	Beale .....	"	"	"	
Bremer ...	{ Freeman & Bremer ... }	Preroga- tive Court	Fielder.	{ Smale & Lawrie, Coots.	
Bishop ...	{ Wildbore and Bridges ... }	"	Goldsmith	Tebbs.	
Sorensen.	{ O. S. L. the Queen ... }	Admly. Ct. (Prize)	{ Rothery	Townsend ...	The Ariel.
Cremidi ...	{ Parker and Dyke ... }	"	Clarkson.	H.M. Proctor	{ Cargo ex Aspasia. The Achilles. Cargo ex Gerassimo.
"	"	"	"	"	
"	{ Powell and Dyke ... }	"	"	"	

**PATENT.**

Dunn's patent prolongation (manufacture of soap, &c.) to be heard 2nd February, at half-past 10 a.m.

**Queen's Bench.**

NEW TRIALS—HILARY TERM, 1857.

Middlesex.	Fernihough v. The Sittingbourne and Sheerness Railway Co.
"	Parker v. Dingwall.
"	Edwards v. English & Another.
"	Alderman v. Boddy.
London.	Fell v. Burchett.
"	Simons v. Patchett.
"	Wheelton & Others v. Hardisty.
"	Same v. Same.
"	Hollingworth v. Buxton & Another.

Tried during Term.

Middlesex.	Haigh v. Onsey & Others.
------------	--------------------------

**Common Pleas.**

NEW TRIALS.  
Moved Hilary Term, 1857.

Middlesex.	Patten v. Rea.
"	Pound v. Dawson.

The Court will, on Monday, the 9th day of February next, and five following days, hold sittings in Banco; and will proceed in disposing of the cases in the New Trial Papers, and will also give judgment in certain of the matters that will then be standing over for the consideration of the Court.

**Exchequer of Pleas.**

This Court will hold sittings on Friday, the 6th Feb. next, and every succeeding day (Sundays excepted), until and including Tuesday, the 17th Feb. next, and will at such sittings proceed in disposing of the business then pending in the New Trial and Special Papers, and will also on Saturday, the 21st Feb. next, hold a sitting, and will, on the said 21st Feb. next, proceed in giving judgment in all matters then standing for judgment.

SITTINGS AT NISI PRIUS in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of her Majesty's Court of Exchequer, after Hilary Term, 1857.

**In Middlesex.**

Monday .....	Feb. 2...	Common Juries.
Tuesday .....	" 3...	Customs and Common Juries.
Wednesday .....	" 4...	Inland Revenue and Common Juries.
Thursday .....	" 5...	Common Juries.
Friday .....	" 6	
Saturday .....	" 7	Special Juries, and Common Juries
Monday .....	" 9	if necessary.
Tuesday .....	" 10	

**In London.**

Wednesday .....	Feb. 11	
Thursday .....	" 12	
Friday .....	" 13	Common Juries.
Saturday .....	" 14	
Monday .....	" 16	
Tuesday .....	" 17	
Wednesday .....	" 18	
Thursday .....	" 19	
Friday .....	" 20	
Saturday .....	" 21	Special Juries, and Common Juries
Monday .....	" 23	if necessary.
Tuesday .....	" 24	
Wednesday .....	" 25	
Thursday .....	" 26	
Friday .....	" 27	
Saturday .....	" 28	

The Court will sit at 10 o'clock.

**Court of Criminal Appeal.**

This Court will hold a sitting on Saturday, the 31st Jan., and will at such sitting give judgment in cases then standing for judgment.

## Births, Marriages, and Deaths.

## PROFESSIONAL LIST.

## BIRTHS.

**BLACKBURN**—On Jan. 25, at 9 Great Stuart-street, Edinburgh, the wife of Robert B. Blackburn, Esq., advocate, of a son.  
**HORN**—On Jan. 27, at Upper Bedford-place, the wife of Henry Horn, Esq., barrister-at-law, of a son.  
**KEENE**—On Jan. 28, at Highgate, the wife of Charles H. Keene, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.  
**ROBERTS**—On Jan. 24, at 2 Grove Villas, Loughborough-road, Brixton, the wife of Harry Dawson Roberts, Esq., solicitor, of a son.

## MARRIAGE.

**WAYMAN—HANCHETT**—On Jan. 15, at Ickleton, Cambs. by the Rev. W. J. Clayton; Ephraim Wayman, Esq., solicitor, to Caroline Annie, eldest daughter of William Hanchett, Esq., of the above place.

## DEATHS.

**ALDERSON**, Hon. Baron, at 9 Park-crescent, on Jan. 27, in his 70th year.  
**BRENT**, Wm. B., Esq., late Judge of the Palace Court, at Dunkerque, France, on Jan. 21.  
**CROUCH**, ISABELLA, widow and relict of Christopher Crouch, Esq., late of 28 Queen-square, Bloomsbury, solicitor, at 2 Cambridge-terrace, Widecombe-hill, Bath, on Jan. 23, in her 51st year.

## Unclaimed Stock in the Bank of England.

*The Amounts of Stocks stated will be transferred to the undermentioned Parties unless Claimants appear within Three Months.*

**CARTER**, GEORGE & GEORGE FLEETWOOD (acting executors), £650 : 10 : 6 New 3 per Cents, late £3 : 5s. per Cents, heretofore standing in the name of Willoughby Harcourt Carter, of New-park, New-town-park, Co. Dublin, Esq.  
**HARRISON**, ISABELLA, wife of Venerable Benjamin Harrison, Archdeacon of Maidstone, £100 Reduced 3 per Cents, heretofore standing in the name of Isabella Thornton, of Battersea-rise, spinster.  
**HEWITT**, MARY ANN, widow, £54 : 3s. New 3 per Cents, heretofore standing in the names of Mary Ann Hewitt, wife of James Hewitt, of Old Hummums, Covent-garden, gent.  
**KINDERLEY**, RICHARD TORIN, & EDWARD COCKBURN KINDERLEY (the surviving executors), £169 : 11 : 4 Consols, heretofore standing in the name of Benjamin Torin, of Englefield-green, Surrey, Esq.  
**POCOCK**, JOHN JAMES, & CHARLES JAMES POCOCK, £380 : 10s. Consols, heretofore standing in the names of John James Pocock & Charles James Pocock, of Lincoln's-inn-fields, Esqs.  
**POCOCK**, JOHN INNES, & CHARLES INNES POCOCK, £380 : 10s. Consols, heretofore standing in the names of John Innes Pocock & Charles Innes Pocock, of Lincoln's-inn-fields, Esqs.  
**SMITH**, ELIZABETH (widow), £332 : 16 : 2 New 3 per Cents, heretofore standing in the names of William Wynne Smith, of Birmingham, Esq., & John Hinkley, of Ombersley, Worcestershire, gent.  
**VULLIAMY**, JUSTIN THEODORE (the survivor), £35 : 19 : 8 New 3 per Cents, heretofore standing in the names of Sarah Vulliamy of Kensington Gravel-pits, widow, Benjamin Lewis Vulliamy, & Justin Theodore Vulliamy, both of Pall-mall, Esqs.  
**WARD**, ELIZABETH, £3 Long Annuities, heretofore standing in the name of Elizabeth Ward, of Forest-gate, West Ham, Essex, spinster.  
**WHEELER**, JOSEPH (the survivor), £277 : 9 : 4 Consols, heretofore standing in the names of John Dyer & Joseph Wheeler, of Wootton-under-Edge, Gloucester, gents.  
**WITCHELL**, JOHN, £100 New 3 per Cents, heretofore standing in the name of John Witchell, of Aldersgate-st., cheesemonger.

## General Weekly Obituary.

**ADAMS**, SARAH, wife of Mr. R. E. Adams, at Sevenoaks, Kent, on Jan. 25.  
**ADE**, EDWIN, at 415 Oxford-street, on Jan. 23, aged 63.  
**ADDISON**, ELIZABETH, widow of Richard Addison, Esq., of Liverpool, at the Oaks, Rock Ferry, on Jan. 22.  
**AIME**, Mr. BENJAMIN, at 1 Belmont-terrace, Wandsworth-road, on Jan. 25, in his 86th year.  
**AINGER**, Mr. WILLIAM, at Goswell-road, on Jan. 29, aged 76.  
**ALBONY**, ELIZA JESSIE, widow of Capt. J. H. Albony, 21st Fusiliers, and youngest daughter of the late Rev. J. Covell, of Todmorden, at Henley-on-Thames, on Jan. 22.  
**ALDERSON**, Hon. Baron, at 9 Park-crescent, on Jan. 27, in his 70th year.  
**ALLEN**, Mr. SAMUEL, at Coburn-street, Bow, on Jan. 26, in his 83rd year.  
**ALLEN**, FANNY, widow of the late Thomas Allen, Esq., of the same place, and Shoulham Hall, Norfolk, at King's Lynn, on Jan. 16, in her 74th year.  
**ASH**, EMMA, wife of Mr. Robert Ash, at 1 Adelaide-terrace, Anlaby-road, Hull, aged 32.  
**BAMFORD**, CHARLES, jun., Esq., merchant, at Hull, on Jan. 24, aged 42.  
**BANCE**, JOHN EBDEN, younger son of Commander James Bance, R.N., at 7 Hanover-terrace, Notting-hill, on Jan. 14.  
**BARLOW**, Sir ROBERT Bart., of the Bengal Civil Service, fourth son of the late Sir George Hilar Barlow, Bart., G.C.B., on Jan. 21, aged 59.  
**BATCHELOR**, ELIZABETH, wife of Charles Batchelor, and daughter of the late Mr. John Worhall (London), at Brooklyn, New York, U.S., on Jan. 10, in her 39th year.  
**BATEMAN**, Mrs. ALEXANDRA VICTORIA, wife of Mr. Bateman, at Islington, on Jan. 22, aged 28.  
**BENNETT**, Mr. W., at 36 Percival-street, Clerkenwell, on Jan. 22, aged 44.  
**BERRY**, EDMOND, Esq., at 25 Compton-terrace, Islington, on Jan. 27, in his 33rd year.  
**BIRD**, Mrs., for 30 years servant in the family of Samuel Platt, Esq., of Hyde-park-gardens, in Park-place, Bayswater, on Jan. 23.

**BODENHAM**, MARY, relict of John Bodenham, Esq., formerly of Grove House, near Presteign, Radnorshire, on Jan. 24, aged 83.  
**BRANT**, PRISCILLA, relict of John Brant, Esq., of Lower Edmonton, at Islington, on Jan. 26, in her 81st year.  
**BRENT**, Wm. B., Esq., late Judge of the Palace-court, at Dunkerque, France, on Jan. 21.  
**BROOKING**, ANNA, only surviving child of Roope Brooking, Esq., at Brooklyn, New York, U.S., on Jan. 11, in her 3rd year.  
**BUCHMANN**, CHARLES CAFFEE, Esq., at Hanover Lodge, Brixton, on Jan. 16, in his 31st year.  
**BUCKLE**, WILLIAM, at Wolverhampton, on Jan. 16, aged 87.  
**BURKITT**, EPIPHANIA, sister of the Rev. W. Burkitt, curate of Leeds, Kent, at Leeds Parsonage, Kent, on Jan. 27.  
**CARPUE**, Miss MARGARET ANN, at Park-place, Clifton, on Jan. 19, in her 93rd year.  
**CARTER**, ELIZA SALTER, wife of Mr. S. Carter, of Blackman-street, Borough, and Cambridge-terrace, Clapham-road, on Jan. 23.  
**CARY**, ELIZA, wife of Wm. Henry Cary, Esq., of Woodford, Essex, on Jan. 23, aged 49.  
**CATLINE**, Mr. WILLIAM LIFFE, many years connected with the Bank of England, at the Terrace, Old Kent-road, on Jan. 27, aged 62.  
**CHINNER**, CATHERINE CHARLOTTE, daughter of Wm. Chinner, Esq., of the Foxhills, near Wolverhampton, Jan. 22.  
**CLAYDEN**, ANN, eldest daughter of the late Wm. Clayden, at Littlebury, on Jan. 21, aged 48.  
**CLOSE**, Major J. M., Royal Artillery, at Hastings, on Jan. 26, aged 77.  
**COARE**, Capt. GEORGE, of the 60th Regiment, Bengal N.I., eldest son of George Coare, Esq., of Heavitree, near Exeter, at Great Malvern, on Jan. 24, aged 38.  
**COCK**, ABRAHAM, at 17 Bentinck-street, Manchester-square, on Jan. 24, aged 47.  
**COOKSON**, JOHN, Esq., Deputy-Lieutenant and J. P. for the county of Durham, at Whitehill, Chester-le-Street, on Jan. 24, in his 84th year.  
**CORPE**, Mr. JOHN W., of Sunbury, Middlesex, on Jan. 21, aged 50.  
**COX**, ALGERNON, infant son of Edward W. Cox, Esq., at 36 Russell-square, on Jan. 24, aged 9 months.  
**CRICHTON**, FRANCES, widow of Sir A. Crichton, Kt., M.D., F.R.S., at the Grove, Sevenoaks, on Jan. 20, in her 84th year.  
**CROSS**, ELEANOR MARY, daughter of Osborn P. Cross, Esq., of Earlscroft, Old Brompton, on Jan. 22, aged 4.  
**CROSSE**, CHARLOTTE, wife of William Crosse, Esq., of Onehouse, Suffolk, on Jan. 25, aged 65.  
**CROUCH**, ISABELLA, widow of C. Crouch, Esq., late of 22 Queen-square, solicitor, at 2 Cambridge-terrace, Widecombe-hill, Bath, on Jan. 23, in her 51st year.  
**CUMMING**, MARY ANN, wife of James Cumming, Esq., late of Lytham, Lancashire, at Cheadle Rectory, Cheshire, on Jan. 25, aged 70.  
**DE PASS**, DANIEL, at 2 Kensington-garden-terrace, Hyde-park, on Jan. 21, in his 61st year.  
**DONKIN**, GEORGE DAVID, Esq., only son of the late General Sir Rufane Shawe Donkin, K.C.B., at Wyfold Court, Oxon, on Jan. 23.  
**DONOGHUE**, FRANCES, wife of Mr. Charles Donoghue, at Manor-street, Clapham, on Jan. 21, aged 52.  
**DOWNE**, Viscount WILLIAM HENRY, at Torquay, on Jan. 26, in his 45th year.  
**DUHANT**, Miss ELIZABETH, at North Tawton, Devonshire, on Jan. 22, aged 75.  
**DURHAM**, Rev. W. A. C., A.M., Rector of the united parishes of St. Matthew and St. Peter, Westcheap, on Jan. 26, in his 83rd year.  
**EGREMONT**, EDWARD, only son of the Rev. Edward Egremont, of Wroxeter, Salop, at Selby-park, Durham, on Jan. 23, in his 20th year.  
**ELLIS**, Miss BRABARON, Esq., J.P., youngest son of the Rev. Arthur Ellis, of Kildennock Glebe, Louth, Ireland, in Dublin, on Jan. 19, aged 38.  
**EVANS**, Brigadier-General DACHES FITZGERBERT, of 16th Regt. (Grenadiers), H.E.I.C.S., Brevet-Colonel in the army, and late commanding a brigade in the service of the Sultan, at Clifton, near Bristol, on Jan. 26.  
**FENNING**, MARIA, wife of Mr. Eugenius Fenning, in the Poultry, on Jan. 25, aged 75.  
**FISHER**, ANN, daughter of the late Wm. Fisher, Esq., of Millend, Hambledon, Bucks, at Castle-hill, Reading, on Jan. 26, aged 76.  
**FOREMAN**, Mrs. NANCY, widow of Mr. Stephen Foreman, at 46 St. Augustine-line-road, Camden-town, on Jan. 22, aged 70.  
**FOSTER**, Miss JANE, of Mark-house-lane, Walthamstow, on Jan. 25, in her 80th year.  
**FOX**, ANNE STOTE, widow of George Townsend Fox, Esq., at South Bailey, Durham, on Jan. 22, in her 78th year.  
**FREEMAN**, CAROLINE, youngest daughter of the late Thomas Freeman, Esq., of North Sound, Antigua, at 3 Johnstone-street, Bath, on Jan. 23.  
**FREEMAN**, Mr. WILLIAM, at North Ockenden, on Jan. 21, aged 62.  
**GIBSON**, Miss ELIZABETH, at Ebury-street, on Jan. 23, aged 83.  
**GREENING**, MARIA ELIZABETH, relict of Joseph Greening, sen., of Newport-road, Brixton-hill, on Jan. 23, aged 65.  
**GREW**, ELIZABETH CLARA, youngest daughter of the late Nathaniel Grew, Esq., at West Ham, Essex, on Jan. 23, in her 29th year.  
**HADDEN**, GEORGE ERNEST, Esq., at Upton-place, Stratford, Essex, on Jan. 28, aged 39.  
**HAGUE**, JOHN, Esq., civil engineer, formerly of London, and for several years chief engineer to the Sultan, Constantinople, at Southampton, on Jan. 20, in his 77th year.  
**HANKS**, SEMIRA GERTRUDE, youngest surviving daughter of the late Richd. Hanks, jun., of Ratcliff, at Brixton, on Jan. 25.  
**HARDING**, JOSEPH, Esq., eldest son of the late Joseph Harding, Esq., of East-end, Finchley, of Algiers, on his passage from India, on Jan. 13.  
**HARDY**, C. W., Esq., M.A., of Trinity College, Cambridge, Head Master of the Grammar School, Thetford, Norfolk, on Jan. 23.  
**HART**, JOHN OWEN, Esq., at Marlyn's House, near Guildford, Surrey, on Jan. 24, in his 52nd year.  
**HAYWARD**, EMMA, wife of Charles Hayward, at Dalston, on Jan. 23, aged 38.  
**HERING**, MARY, widow of Oliver Hering, Esq., late of Heybridge Hall, Essex, and of Southampton, at Carlton-crescent, Southampton, on Jan. 20, at an advanced age.  
**HINE**, ELIZABETH, wife of Mr. David Hine, at Albany-road, Camberwell, on Jan. 24, aged 73.  
**HOBSON**, JANE ATRES, wife of Mr. George David Hobson, of Glengall-grove, Old Kent-road, on Jan. 25, in her 73rd year.



HOLDORN, Mr. ARTHUR, of 39 Mincing-lane, at Brighton, on Jan. 22, aged 30.

HOOD, GEORGE WILLIAM, youngest child of H. S. Hood, Esq., of Cambridge-grove, on Jan. 28, aged 20 months.

HORNBY, Mr. BENJAMIN, at 31 Eastcheap, on Jan. 28, in his 58th year.

HOWELL, SELISA, wife of Robert Howell, Esq., and daughter of Capt. C. Calmady Dent, R.N., in Dublin, on Jan. 22, aged 26.

HOYLE, Mrs. ELLEN; daughter of the late James Hoyle, Esq., of the Rhydy, near Halifax, at Grandborough, Warwickshire, on Jan. 24, in her 33rd year.

HUNT, MARIANNE, wife of Leigh Hunt, at Hammersmith, on Jan. 26, in her 69th year.

HUNTINGFIELD, the Hon. CLARA LOTISA VANNECK, second daughter of the Right Hon. Lord Huntingfield, at 1 Grosvenor-square, on Jan. 26, HUTHINSON, Major ALFRED COOPER, late of the Bengal Artillery, on Jan. 24, aged 44.

IRVING, THOMASINE, widow of the late Henry Irving, of Brighton, at Park-presentation, Clapham, on Jan. 27, aged 69.

JACKLIN, Mr. GEORGE, late of 14 Queen-street, Cheapside, at Twickenham, on Jan. 23, aged 64.

JACKSON, FRANCIS, Esq., late Provost-Marshal-General of the Island of Grenada, third son of Joseph Jackson, Esq., of Orpington, Kent, on Jan. 23, in his 47th year.

JESSE, CHRISTIANA ISABELLA, at Castle-hill, Reading, on Jan. 23.

JOHNSTONE, GEORGE HERBERT, eldest son of the Rev. G. D. Johnstone, at Stonegate Parsonage, Titchurch, on Jan. 25, in his 14th year.

JONES, ROBERT, late of the Corn Exchange, Mark-lane, and Pearson's-wharf, Shad Thames, Horsleydown, on Jan. 10, aged 60.

JUIT, ANNE, widow of George Juit, Esq., at Elstead, Surrey, on Jan. 22, aged 83.

KALSALL, CHARLES, of Hythe, near Southampton, at Nice, Jan. 3, aged 74.

KITE, THOMAS, Esq., late assistant-receiver of taxes for Hereford and South Wales, at Cheltenham, Jan. 23.

LAKE, Mrs., daughter of the late Croser Surtees, Esq., of Redworth-house, Durham, at South Bailey, Durham, on Jan. 23, aged 84.

LAWRENCE, GEORGE, Esq., 32 Cadogan-place, on Jan. 22.

LE GALLAIS, CHARLES, Esq., Lieutenant Royal Engineers, youngest son of Mr. Judge Le Gallais, of Jersey, at King's-house, Jamaica, on Dec. 11, aged 26.

LEPPINGTON, JANE, the wife of Hildyard Marshall Leppington, Esq., at Great Grimsby, on Jan. 20, aged 44 years.

LETHBRIDGE, the Dowager Lady, at Abbey-house, Glastonbury, on Jan. 25.

LEYBURN, ELIZABETH ANN, relict of William Leyburn, Esq., of Knutsford, on Dec. 25, in her 81st year.

LOADER, Mr. J. T., of Kennington, on Jan. 21, in his 55th year.

LOCKWOOD, the infant daughter of F. D. Lockwood, Esq., at 1 Bloinfild-street, on Jan. 21.

LONDON, Mr. PHILLIPS, at Guernsey, on Jan. 20, aged 76.

LORD, THOMAS HULDITCH, Esq., at Calcutta, on Jan. 2, aged 35.

MASON, JANE ELIZABETH, wife of Mr. P. Mason, of Dedham, Essex, on Jan. 21, aged 31.

MAXWELL, GRACE CALLANDER, widow of Sir Murray Maxwell, K.C.B., at Ramsgate, on Jan. 23, aged 77.

MEDHURST, Rev. W. H., D.D., of Shanghai, China, at Cambridge-street, Piccadilly, on Jan. 24, in his 61st year.

MICHIE, Miss MARIA, at 50 Upper Baker-street, Regent's-park, on Jan. 28.

MONTAGUE, MARY, relict of William Montague, Esq., of Constitution-house, Gloucester, at Hyde, on Jan. 21.

MOORE, SUSANNA ANDERSON, widow of Jonathan Moore, Esq., late of Cheltenham, at Upper Gloucester-place, Dorset-square, on Jan. 24.

NEATBY, ANNE, relict of John Neatby, at Walker-place, Rotherhithe, on Jan. 23, in her 76th year.

NORMAN, HENRY CHARLES, second son of H. Burford Norman, Esq., at 7, Manchester-square, on Jan. 26, in his 5th year.

NUNN, SUSANNA, relict of Mr. Thomas Nunn, late of 19 Great James-street, Bedford-row, at 32 East-street, Foundling Hospital, on Jan. 26, in her 74th year.

OLDFIELD, ANN, relict of Edmund Oldfield, Esq., of Darby-hall, Leake, at Skirbeck, on Jan. 20, in her 91st year.

ORPEN, MARTHA, relict of A. E. Orpen, Esq., M.D., of Cork, and second daughter of the late Sir J. Chatterton, Bart., on Jan. 12, aged 68.

PAYNE, Mr. JOHN, at Wallingford, on Jan. 22, aged 63.

PEAKE, Mr. WM., of Chiddingfold, Surrey, on Jan. 22, aged 82.

PIGOTT, MARY ANN, wife of Mr. Charles Pigott, of Gresham-street, City, and Richmond-villas, Seven Sisters-road, Holloway, on Jan. 18, in her 27th year.

PITTARD, Mrs. SUSANNAH, last surviving daughter of Mr. Samuel Pittard, on Jan. 27, in her 78th year.

PORTER, Mrs. ELIZABETH, on Jan. 15, aged 82, and

PORTER, JOHN, Esq., husband of the above, on Jan. 20, in his 92nd year.

PORTER, WILLIAM, Esq., late Alderman of the Borough of Northampton, at St. Andrew's-terrace, Northampton, on Jan. 21, aged 69.

PROCKTER, Mr. JAMES SIMPSON, at Morden-hill, Lewisham, on Jan. 27, in his 57th year.

PURVIS, HOME, Lieutenant in H.M. 10th Foot, youngest son of the Rev. R. F. Purvis, vicar of the above parish, at the Vicarage, Whitsbury, on Jan. 22, in his 22nd year.

RAPER, MATILDA, third daughter of Lieut.-Col. Raper, late 19th Regt., at Hoe-court, Herefordshire, on Jan. 16.

RICHARDSON, CHARLOTTE ELIZA, late of Ashburnham House, daughter of the late John Laman Richardson, Esq., at 17 Montpelier-row, Blackheath, on Jan. 26.

ROCKE, ANNE, relict of Rev. John Locke, of Clungunford House, Salop, at Ludlow, on Jan. 23, in her 66th year.

ROSS, ANN, wife of Rear-Admiral Sir James Clark Ross, at Aston Abbott's-house, near Aylesbury, on Jan. 23, aged 40.

RUSH, MONTAGUE, younger son of Mr. Thomas A. Rush, of Hereford square, Brompton, on Jan. 23, in his 14th year.

SANDERS, ERIK MAUD, only child of the Rev. Lloyd Sanders, Whimble Rectory, Exeter, at Torquay, on Jan. 17.

SANDILANDS, Miss ANNE, at Tulse-hill, on Jan. 7, in her 82nd year.

SCANLAN, KATE MARY, second daughter of Edward Scanlan, Esq., M.D., at 21 Upper Seymour-street-west, Hyde-park, on Jan. 27, in her 11th year.

SEYMER, WILLIAM HORACE KER, at Hanford, on Jan. 25.

SHILCOCK, Mrs. MARY, at Derby, on Jan. 27, aged 83.

SHORT, Lieut.-Col. CHARLES WM., late of the Coldstream Guards, at Oldham, Hants, on Jan. 19, aged 58.

SILK, Mrs. MARY, relict of Alexander Silk, Esq., at 1 Brunswick-square, on Jan. 25, aged 76.

SIMPSON, JOHN, Esq., at Dantzic, on Jan. 21.

SMITH, SARAH, relict of Charles Awdus Smith, Esq., late of Notting-hill, Kensington, at Stanley-villa, Hammersmith, on Jan. 21, aged 61.

SNOXELL, WILLIAM, only son of William Snoxell, and last of his family, at 96 Regent-street, on Jan. 25, aged 28.

SOWERBY, CATHERINE, youngest daughter of the late John Sowerby, Esq., of Hackney, Middlesex, at Peckham, Surrey, on Jan. 20, aged 48.

SPRING, Mr. HUGH, at Northfleet, Kent, on Jan. 19, aged 54.

STANFORTH, CHARLOTTE, wife of Charles Stanforth, Esq., at 8 Norfolk-crescent, Hyde-park, on Jan. 22.

STONE, MARY JOANNA, relict of the late G. R. Stone, Esq., of Gray-ford, King's County, and daughter of the late General John Joyner Ellis, of Kempsey, near Worcester, at Church-terrace, Kentish-town, on Jan. 26.

THACKER, Rev. ARTHUR, Senior Fellow and Tutor of Trinity College, Cambridge, at his rooms in College, on Jan. 25, aged 43.

THOMAS, BRIDGET, wife of Thomas Thomas, Esq., of Penkerrig, Radnor, and daughter of the late Marmaduke Gwynne, formerly of Llanelwedd Hall, Radnor, and of Garth, Brecon, on Jan. 20, aged 74.

TINDALL, PETER, Jun., Esq., at 43 Hamilton-terrace, St. John's-wood, on Jan. 26, in his 33rd year.

TOURNAY, THOMAS, Esq., at Brockhill, Kent, on Jan. 18, aged 46.

TREACHER, ARTHUR WELLINGTON, youngest son of Benjamin Treacher, Esq., at Heavitree, near Exeter, on Jan. 22, in his 3rd year.

UPWARD, Mr. JOHN, at 8 Beaufoy-terrace, Maida-vale, on Jan. 26, aged 72.

VICKRESS, Mr. THOMAS, of 45 Aldersgate-street and Blackheath, on Jan. 25, aged 54.

WALDICK, THOMAS HENRY, only child of Thomas Henry Waldick, Jun., at 5 Warwick-court, Holborn, on Jan. 29, in his 8th year.

WALKER, ANN, widow of J. T. Walker, Esq., formerly of Dorking, at Perth, on Jan. 20, in her 79th year.

WELCH, MARIA, widow of Edward Welch, Esq., at 47 St. Augustine-road, Camden-town, on Jan. 28, aged 62.

WEST, THOMAS, Esq., at Manor House, Sutton Courtenay, on Jan. 21, aged 80.

WHITFIELD, ELIZABETH, relict of Lieut. William Whitfield, R.N., and eldest daughter of the late Rev. William Eastall, M.A., rector of Wint-thorpe and Thorpe, Nottinghamshire, at Plymouth, on Jan. 20.

WHITMORE, EDWARD, Esq., at Montagu-street, Russell-square, on Jan. 26, aged 72.

WILSON, PATRICK, Esq., agent for the British Linen Company Bank, at Kelfo, on Jan. 23, aged 63.

WINKWORTH, ELIZABETH, wife of Arthur Winkworth, Esq., of Satten-ham, on Jan. 26, in her 63th year.

WOOD, Mrs. ANN, at Town House, Igham, Kent, on Jan. 22, aged 89.

WOOD, JOHN, Esq., at Totteridge, Herts, on Jan. 26, aged 74.

WOOD, Col. JAS. HUMPHREYS, late of the Royal Artillery, at Toters, on Jan. 13.

## Money Market.

CITY, FRIDAY EVENING.

The news from China has not produced any material decline in the English Funds, but combined with the continued drain of gold, with additional tightness of money, with renewed activity in the demand for accommodation in the discount market, and with the absence of any signs of improvement on the Paris Bourse, has kept down the price of Funds rather below the drooping rates of the previous three weeks.

Foreign Securities remain quiet, with a downward tendency.

The rates of the Bank of England for discount and advances are without alteration.

From the Bank of England return for the week ending the 24th January, 1857, which we give below, it appears that the amount of notes in circulation is £19,089,965, being a decrease of £373,070; and the stock of bullion in both departments is £10,116,282, shewing an increase of £5,873, when compared with the previous return. The decline of prices in the Metropolitan and Provincial Corn Markets, during the last two weeks, has been very considerable. Producers appear to have come to the conclusion that late rates will not be maintained. This decline is expected to lead to some degree of easement in the Money Market, by checking the importation of Foreign Corn. In the Meat Market, prices continue without abatement. Foreign and Colonial produce fully maintain previous rates, and hostilities in China have caused a considerable advance in the price of Tea.

At the recent interview between gentlemen representing the Property and Income Tax Association and the Chancellor of the Exchequer, in Downing-street, several important facts were mentioned, well known, indeed, but ignored, or forgotten, or kept out of view, by persons who pretend to lead and direct an expression of popular will on the subject of the Income Tax. Persons desirous to court popularity fix instinctively

upon the theme of reducing or abolishing a tax as a sure means of attaining their object, and leave out of view facts which the Chancellor of the Exchequer did not omit to put prominently before the gentlemen who were present at this interview, and also before the public. He stated that the law is perfectly clear to maintain the tax till April, 1858, but that the Government wholly renounced all intention of taking any kind of improper advantage from the law, which it would be the duty of Parliament to maintain or alter. He stated that sound policy forbids the Government to reckon the conclusion of the war to have been at any earlier period than the ratification of the treaty of peace. He also pointed out that the effect of the movement to reduce the income tax would be, if successful, to remit £8,000,000 of revenue, and that the abolition of the whole of the tax would produce a remission of more than double that amount.

It may be remarked that with these facts the question between direct and indirect taxation is closely united. It is clear that the advantages of free trade could not have been secured without that large reduction in custom and excise duties which the imposition of an income tax alone made practicable. Those parties who demand the immediate reduction or the total removal of the Income Tax should shew, if it can be shewn, how the consequent deficiency in the public income can be made good without such an increase of custom and excise duties as would greatly hinder free-trade, and become more painfully burdensome to tradesmen and manufacturers than even the Income Tax, notwithstanding the inquisitorial means by which it is assessed, and notwithstanding it has not been found practicable to establish a differential duty between permanent and precarious income.

### English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock .....	216	...	217	216 1/2	217 1/2	217 1/2
3 per Cent. Red. Ann. ...	93 1/2	94 3/4	94 3/4	93 1/2	93 1/2	93 1/2
3 per Cent. Cons. Ann. ...	93 1/2	93 1/2	93 1/2	93 1/2	93 1/2	93 1/2
New 3 per Cent. Ann. ...	94 1/2	94 1/2	94 1/2	94 1/2	94 1/2	93 1/2
New 2 1/2 per Cent. Ann. ...	...	...	76 1/2	76 1/2	...	...
Omnia .....	...	...	...	...	...	...
34 per Cent. Annuities ...	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860) ...	...	2 1/2	...	2 1/2	...	2 15-16
Do. 30 yrs. (exp. Oct. 10, 1859) ...	...	...	...	...	2 11-16	2 11-16
Do. 30 yrs. (exp. Jan. 5, 1860) ...	...	...	...	2 11-16	...	...
Do. 30 yrs. (exp. April 5, 1860) ...	...	...	...	...	...	...
India Stock .....	...	18 1-16	...	18	18 1-16	...
India Bonds (£1,000) ...	...	...	219	219	...	...
Do. (under £1,000) ...	2s. pm.	1s. dis.	2s. pm.	2s. pm.	...	...
Exch. Bills (£1,000) ...	2s. pm.	1s. pm.	...	3s. dis.	2s. dis.	1s. dis.
Exch. Bills (£500) ...	...	...	...	2s. dis.	3s. dis.	4s. dis.
Exch. Bills (Small) ...	2s. pm.	3s. pm.	...	2s. dis.	3s. dis.	2s. dis.
Exch. Bonds, 1858, 3 1/2 per Cent. ...	...	...	...	...	...	98 1/2
Exch. Bonds, 1859, 3 1/2 per Cent. ...	...	...	99 1/2	99 1/2	...	98 1/2

### Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	...	...	...	...	...	...
Caledonian ...	60 1/2	60 1/2	60 1/2	60 1/2	60 1/2	60 1/2
Chester and Holyhead ...	...	...	...	37 1/2	37	36 1/2
East Anglian ...	...	19	18 1/2	19 1/2	...	...
Eastern Counties ...	9 1/2	9 1/2	9 1/2	9 1/2	9 1/2	...
Eastern Union A stock ...	...	...	...	9 1/2	...	...
East Lancashire ...	94	...	94	93 1/2	...	...
Edinburgh and Glasgow ...	...	...	...	...	...	53 1/2
Edin., Perth, & Dundee ...	...	34 1/2	34 1/2	34	...	31 1/2
Glasgow & South Western ...	93	...	...	...	...	...
Great Northern ...	92 1/2	92 1/2	91 1/2	92 1/2	92 1/2	94 1/2
Gt. South & West. (Ir.) ...	112	...	...	...	...	...
Great Western ...	65 1/2	65 1/2	65 1/2	66 1/2	65 1/2	66 1/2
Lancashire & Yorkshire ...	96 1/2	96 1/2	96 1/2	96 1/2	...	96 1/2
Lon., Brighton, & S. Coast ...	113 1/2	113 1/2	112 1/2	112 1/2	...	109
London & North Western ...	106 1/2	106 1/2	106 1/2	106 1/2	106 1/2	106 1/2
London and S. Western ...	...	...	107 1/2	106 1/2	...	107 1/2
Man., Shef., and Lincoln ...	34 1/2	...	34 1/2	34 1/2	34	33 1/2
Midland ...	82 1/2	82 1/2	82 1/2	82 1/2	82 1/2	82 1/2
Norfolk ...	52 1/2	52 1/2	...	...	...	...
North British ...	39 1/2	39 1/2	39	39 1/2	39 1/2	39 1/2
North Eastern (Berwick) ...	84	84 1/2	83 1/2	84	84	83 1/2
North London ...	...	...	...	...	...	...
Oxford, Worc. & Wolv. ...	...	...	...	...	...	...
Scottish Central ...	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock ...	25 1/2	...	...	...	...	...
Shropshire Union ...	...	...	49 1/2	50	...	...
South-Eastern ...	...	74 3/4	74 3/4	74 1/2	...	...
South-Wales ...	...	84 1/2	85	...	...	84 1/2

### Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 24TH DAY OF JANUARY, 1857.

#### ISSUE DEPARTMENT.

Notes issued	£	Government Debt	£
23,941,695		11,015,100	
		Other Securities	3,459,900
		Gold Coin and Bullion	9,466,695
		Silver Bullion	...
£23,941,695		£23,941,695	

#### BANKING DEPARTMENT.

Proprietors' Capital	£	Government Securities	£
14,553,000		(incl. Dead Weight Annuities)	11,569,431
Res. 3,389,140		Other Securities	15,829,154
Public Deposits (including Exchequer, Savings Banks, Commissioners of National Debt, and Dividend Accounts)	4,122,921	Notes	4,851,730
Other Deposits	9,985,005	Gold and Silver Coin	649,587
Seven day & other Bills	849,836		
£32,899,902		£32,899,902	

Dated the 29th day of Jan., 1857.

M. MARSHALL, Chief Cashier.

### London Gazettes.

#### Bankrupts.

TUESDAY, Jan. 27, 1857.

ATKINSON, JOHN, Builder, Queen's-gardens, and Westbourne-grove, Bayswater. Feb. 11, at 2, & Mar. 10, at 12; Basinghall-st. Com. Fonblanque. Off. Ass. Graham. Sols. Sidney, Smith, & Son, 6 Barnard's-lane, Holborn. Pet. Jan. 22.

BANKS, FREDERICK LAWSON, & ROBERT DAWSON (Banks, Dawson, & Co.), Common Brewers, Farnham-st., Sheffield. Feb. 7, at Mar. 21, at 10; Sheffield. Com. West. Off. Ass. Brewin. Sol. Patteson, Sheffield. Pet. Jan. 17.

CARR, WILLIAM RIDLEY, & HENRY FREDERICK SCOTT (J. Carr & Co.), Iron Manufacturers, Walsend, Northumberland, in partnership with John Carr, already adjudged a bankrupt. Feb. 16, at 12, & Mar. 18, at 11; Newcastle-upon-Tyne. Com. Ellison. Off. Ass. Baker. Sols. T. & W. Chater, Newcastle-upon-Tyne. Pet. Jan. 20.

COOK, THOMAS, Boot and Shoe Maker, Thorpe-le-Soken, Essex. Feb. 5, at 11, 30, & Mar. 5, at 2; Basinghall-st. Com. Evans. Off. Ass. Bell. Sol. Jones, Colchester. Pet. Jan. 23.

COOPER, JOHN BUNTON, & HENRY BUNTON COOPER, Pawnbrokers, 5 Bentley-pl., Kingsland-rd. Feb. 7, at Mar. 13, at 11; Basinghall-st. Com. Fane. Off. Ass. Cannan. Sol. Ford, Pinners-hall, Old Broad-st. Pet. Jan. 27.

DADELSEN, EDWARD VON, Metal Broker, Liverpool. Feb. 11, at Mar. 9, at 11; Liverpool. Com. Ferry. Off. Ass. Casenove. Sol. Dodge, Union-st., Liverpool. Pet. Jan. 24.

DAVIS, RICHARD, Ship Broker, Cardiff. Feb. 9, at Mar. 10, at 11; Bristol. Com. Hill. Off. Ass. Miller, Sols. Bevan & Gilling, Bristol. Pet. Jan. 21.

GLADSTONE, JOHN, jun. (J. Gladstone, jun. & Co.), Ironfounder, Liverpool. Feb. 6, at Mar. 5, at 11; Liverpool. Com. Stevenson. Off. Ass. Bird. Sols. Francis & Almond, Fenwick-st., Liverpool. Pet. Jan. 20.

LAILER, THOMAS (J. Carr & Co.), Coke Burner, Jarrow, Durham, in partnership with J. Carr already adjudged bankrupt, Coal Owner; and at Denton, Northumberland, with W. R. Carr (the Montague Coal Company). Feb. 16, at 1, & Mar. 18, at 12; Newcastle-upon-Tyne. Com. Ellison. Off. Ass. Baker. Sols. T. & W. Chater, Newcastle-upon-Tyne. Pet. Jan. 20.

LANE, THOMAS, Japanese, Birmingham, now residing at Wilton Lodge, New-rd., Hammersmith. Feb. 7, at 11, 30, & Feb. 26, at 10; Birmingham. Com. Balguy. Off. Ass. Whitmore. Sol. James, Birmingham. Pet. Jan. 3.

LOW, JOSEPH, & MAXIMILIAN LOW (Low, Brothers), Merchants, 40, Broad-st.-bldgs. Feb. 6, at 2, & Mar. 10, at 1; Basinghall-st. Com. Holroyd. Off. Ass. Lee. Sols. King & George, 35 King-st., Chesapeake. Pet. for Arrangement, by J. Low, Nov. 18; by M. Low, Dec. 22.

MARTIN, JAMES, & EDWIN MARKWICK, Surveyors, Upper North-st. and Round Hill-park, Brighton. Feb. 6, at 12, 30, & Mar. 16, at 12; Basinghall-st. Com. Goulburn. Off. Ass. Nicholson. Sols. May, 67 Russell-square; Reade, Northgate Mose, Brighton. Pet. Jan. 23.

OCHE, JAMES, Dealer in French China, 44 Basinghall-st. Feb. 6, at 12, 30, & Mar. 12, at 11, 30; Basinghall-st. Com. Fane. Off. Ass. Cannan. Sols. J. & S. Solomon, 22 Finsbury-pl. Pet. Jan. 16.

PHILLIPS, ANDREW, Licensed Victualler, House of Commons Inn, Hill-rd., Cambridge. Feb. 5, at 11, & Mar. 5, at 1; Basinghall-st. Com. Evans. Off. Ass. Bell. Sol. Laurence, 3 Cork-st., Burlington-gardens. Pet. Jan. 24.

RILEY, WHITAKER, Calico Printer, Manchester. Feb. 9, at Mar. 9, at 12; Manchester. Off. Ass. Fraser. Sols. Sale, Worthington & Shipman, Manchester. Pet. Jan. 17.

WHITE, WILLIAM, Miller, New Crane Mill, Shadwell. Feb. 6, at 1, & Mar. 10, at 12; Basinghall-st. Com. Holroyd. Off. Ass. Lee. Sols. Marten, Thomas, & Hollams, Mincing-lane. Pet. Jan. 26.

WOOTTON, JAMES, Builder, Oxford-st., Leicester. Feb. 10, at Mar. 3, at 10, 30; Nottingham. Com. Balguy. Off. Ass. Harris. Sols. Stone & Pater, Leicester; James, Birmingham. Pet. Jan. 24.

FRIDAY, Jan. 30, 1857.

BASKERVILLE, GEORGE, Innkeeper, Talk-on-the-Hill, Staffordshire. Feb. 13, at Mar. 6, at 11, 30; Birmingham. Com. Balguy. Off. Ass. Whitmore. Sols. Hodgsons & Allen, Birmingham. Pet. Jan. 29.

BURT, WILLIAM, Builder, St. Stephens by Llaneston, Cornwall. Feb. 10, at Mar. 5, at 1; Exeter. Com. Bere. Off. Ass. Hirtzel. Sols. Gurney & Lethbridge Cowland, Launceston; Stogdon, Exeter. Pet. Jan. 29.

UTCHER, JAMES, Licensed Victualler, Three Cranes Public-house, Church-st., Hackney. Feb. 10, to 1. & Mar. 10, to 2; Basinghall-st. Com. Holroyd. *Off. Ass. Lee. Sol. Chidley, 10 Basinghall-st. Feb. Jan. 28.*

CROWTHER, EDWARD (E. Crowther & Co.), Merchant, Manchester. Feb. 13 & Mar. 6, at 12; Manchester. *Off. Ass. Herniman. Sols. Boots & Jellison, Princess-st., Manchester. Feb. Jan. 26.*

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. Feb. 11, at 1. & Mar. 11, at 12; Newcastle-upon-Tyne. Com. Ellison. *Off. Ass. Baker. Sols. T. & W. Chater, Newcastle-upon-Tyne. Feb. Jan. 16.*

FELL, JAMES, Wholesale Tea Dealer, Liverpool. Feb. 23 & Mar. 16, at 11; Liverpool. Com. Perry. *Off. Ass. Morgan. Sol. Duke, Liverpool. Feb. Jan. 26.*

GROOM, GEORGE, Boot and Shoe Factor, Norwich. Feb. 10, at 2.30, & Mar. 10, at 1; Basinghall-st. Com. Holroyd. *Off. Ass. Edwards. Sols. Jay, 14 Bucklersbury; Jay & Pilgrim, Norwich. Feb. Jan. 28.*

JONES, JOHN, Tailor, Preston. Feb. 16 & Mar. 2, at 12; Manchester. *Off. Ass. Fraser. Sols. Bray & Gilbertson, Preston; Rowley & Son, Manchester. Feb. Jan. 23.*

LAWRENCE, JOSEPH THOMAS, Upholsterer, 93 Shoreditch. Feb. 13 & Mar. 18, at 12; Basinghall-st. Com. Goulburn. *Off. Ass. Pennell. Sols. Lawrence, Flews, & Boyer, 14 Old Jewry Chambers, Old Jewry. Feb. Jan. 27.*

PERVANOGU, JOHN ADOS, Merchant, 11 Union-st., Old Broad-st. Feb. 13, at 1, & Mar. 18, at 1.30; Basinghall-st. Com. Goulburn. *Off. Ass. Nicholson. Sols. J. & T. Gole, 49 Lime-st., City. Feb. Jan. 28.*

PORTER, ELEANOR, Grocer, High-st., Newmarket. Feb. 13, at 12, & Mar. 20, at 1; Basinghall-st. Com. Fane. *Off. Ass. Whitmore. Sols. Richardson & Sadler, 14 Old Jewry Chambers, Old Jewry. Feb. Jan. 28.*

WOODS, WILLIAM, Hook and Eye Manufacturer, 31 Union-st., South-wark. Feb. 10, at 1.30, & Mar. 10, at 12; Basinghall-st. Com. Fonblanque. *Off. Ass. Stansfeld. Sols. Turner & Son, 8 Mount-pl., White-chapel-rd. Feb. Jan. 26.*

## BANKRUPTCIES ANNULLED.

TUESDAY, Jan. 27, 1857.

FELLINGER, HENRY ERMANNI, Flour Merchant, 52 Red Lion-st. Holborn, late of 34, Regent-sq.

FRIDAY, Jan. 30, 1857.

BULEY, JOHN, Cotton Manufacturer, Oakenshaw Clayton-le-Moors, Lancaster.

## MEETINGS.

TUESDAY, Jan. 27, 1857.

BAKER, JOHN, Scrivener, Woodlands, Blandford, Somerset. Feb. 19, at 11; Bristol. Com. Hill. *Dir.*

CLARK, ROBERT, Miller, Liverpool. Feb. 19, at 11; Liverpool. Com. Stevenson. *Final Dir.*

CLAY, JOHN, Ale & Porter Merchant, South Shields. Feb. 20, at 11; Newcastle-upon-Tyne. Com. Ellison. *Final Dir.*

CLAYTON, WILLIAM, WILLIAM CLAYTON, & WILLIAM WILSON, Bankers, Langleigh, York; Lostock, Walton-le-Dale, Lancaster; & Preston, Lancaster. Feb. 27, at 12; Manchester. Com. Skirrow.

DAWSON, JOHN, Tobaccoist, 143, High-st., Shadwell. Feb. 18, at 12.30; Basinghall-st. Com. Goulburn. *Final Dir.*

ENGLISH, EDMUND, & EDMUND FRANCIS ENGLISH, Auctioneers, Bath. Feb. 26, at 11; Bristol. Com. Hill. *Final Dir.*

FRIL, WILLIAM, Wholesale Stationer, Upper Thames-st. Feb. 17, at 11; Basinghall-st. Com. Fonblanque. *Dir.*

HADDANE, JOHN, Corn Factor, Leeds. Feb. 19, at 11; Leeds. Com. West. *Dir.*

HEATH, EBENEZER, Leather Seller, 23 Bridge-House-pl., Newington-cusaway. Feb. 17, at 11; Basinghall-st. Com. Fonblanque. *Dir.*

DAYFORD, SAMUEL, Money Scrivener, Battersea-fields and George-yard, Lombard-st. Feb. 23, at 11; Basinghall-st. To decide upon after composition of 2s. 6d.

HARRISON, JAMES, Commission Agent, London. Feb. 17, at 2; Basinghall-st. Com. Fonblanque. *Dir.*

JOHNSON, RICHARD WILLIAM, Wine and Spirit Merchant, Gloucester. Feb. 26, at 11; Bristol. Com. Hill. *Final Dir.*

LANSLEY, DAVID, Publican, Black Horse Inn, Kingsmead-sq., Bath. Feb. 26, at 11; Bristol. Com. Hill. *First and final Dir.*

LEWARD, JOHN, Jun., Cotton Manufacturer, Gorton, Lancaster. Feb. 17, at 12; Manchester. Com. Jemmett. *Dir.*

LACKENZIE, JAMES, & STEPHEN COTTON, Machine Makers, Leeds. Feb. 19, at 11; Leeds. Com. West. *Dir.*

MADREN, RICHARD JOHN, Licensed Victualler, British Museum Tavern, Great Russell-st., Bloomsbury. Feb. 17, at 11; Basinghall-st. Com. Evans. *Dir.*

RATCLIFFE, SARAH, BENJAMIN RATCLIFFE, & JAMES RATCLIFFE, (James Ratcliffe & Sons), Manufacturers, Boxtrees Mills, Ovenden, Halifax. Feb. 19, at 11; Leeds. Com. West. *Dir.*

RICHARDSON, JOHN, Stationer, Whitby, York. Feb. 19, at 11; Leeds. Com. West. *Dir.*

ROBSON, WILLIAM JAMES, Antimony Smelter, Bowling-green-mews, Kennington-oval. Feb. 17, at 11; Basinghall-st. Com. Evans. *Dir.*

RESEY, WILLIAM, Tailor, Coventry. Feb. 20, at 11.30; Birmingham. Com. Balfour. *Dir.*

SMITH, JAMES, EDWARD BARNARD SMITH, & REUBEN RAPER, Electro Platers, 422 Strand. Feb. 17, at 12; Basinghall-st. Com. Holroyd. *Dir.*

WAKINSHAW, JAMES, Monkwearmouth Iron Works, Monkwearmouth, Sunderland. Feb. 11, at 11.30; Newcastle-upon-Tyne. Com. Ellison. *Last Ex. Dir.*

WARD, FREDERICK HEIGHINGTON, Tallow Chandler, 19 High-st., White-chapel. Feb. 12, at 1; Basinghall-st. Com. Evans. *Last Ex. Dir.*

WOOLDRIDGE, SARAH, Butcher, High-st., Winchester. Feb. 17, at 2; Basinghall-st. Com. Fonblanque. *Dir.*

FRIDAY, Jan. 30, 1857.

BARNOW, THOMAS, Innkeeper, Ashton-under-Lyne. Feb. 26, at 1; Manchester. Com. Skirrow. *Fur. Dir.*

ELLIOTT, NATHANIEL, Cigar Dealer, 4 Old Millgate-chambers, Manchester. Feb. 12, at 1; Manchester. Com. Skirrow. *Last Ex. Dir.*

HEX, JOHN, Grocer, Sheffield. Feb. 21, at 10; Sheffield. Com. West. *Dir.*

GOLDSMITH, LIONEL (Goldsmith, Bros.), Merchant, 2 Queen-st., Cheapside. Feb. 21, at 11; Basinghall-st. Com. Goulburn. *Final Dir.*

HARTZ, WILLIAM (Hartz & Co.), also trading in copartnership with Chas. Crews, and lately with Henry George Gray (Crews & Co.), Merchant, Fenchurch-st. Feb. 21, at 12; Basinghall-st. Com. Goulburn. *Dir.*

HAYNE, BENJAMIN, & CHARLES HAYNE, Carpenters, Upper Whitecross-st., and 115 Aldersgate-st. Feb. 20, at 1.30; Basinghall-st. Com. Fane. *Dir. Joint est., and Final dir. Sept. est. of B. Hayne.*

HOLMES, BENJAMIN, & CHARLES JOHN MORRIS LEWIS, Boot and Shoe Maker, Birmingham. Feb. 21, at 11.30; Birmingham. Com. Balfour. *Dir.*

HOOPER, CHARLES SAXON, & RALPH ADDISON (Hooper, Addison, & Co.), Merchants, 23 Lawtence Fountney-lane. Feb. 23, at 11; Basinghall-st. Com. Goulburn. *Dir.*

HOWITT, THOMAS, Licensed Victualler, Sheffield. Feb. 21, at 10; Sheffield. Com. West. *Dir.*

MAUDE, JAMES WORTHINGTON (Covington & Co.), Lighterman, Nicholas-lane, Lombard-st.; Commercial-rd., Limehouse; and Wharf-rd., City-rd. Feb. 23, at 11.30; Basinghall-st. Com. Goulburn. *Fin. Dir.*

STANFORTH WILLIAM THOMAS, Cutlery Manufacturer, Sheffield. Feb. 21, at 10; Sheffield. Com. West. *Dir.*

STEELE, RICHARD COPPER, Merchant, 166 Fenchurch-st. Feb. 10, at 1.30; Basinghall-st. Com. Fonblanque. *Last Exom. Dir.*

TOMKINSON, THOMAS, Wood Turner, Salford. Feb. 23, at 12; Manchester. Com. Jemmett. *Fin. Dir.*

UNWIN, GEORGE, Scale Presser, Sheffield. Feb. 21, at 10; Sheffield. Com. West. *Dir.*

WATSON, THOMAS, Currier, Carlisle. Feb. 24, at 12; Newcastle-upon-Tyne. Com. Ellison. *Fur. & Fin. Dir.*

WICKMAN, NILS WILHELM, Ship Chandler, 103 Minorities. Feb. 21, at 11.30; Basinghall-st. Com. Goulburn. *Dir.*

## DIVIDENDS.

TUESDAY, Jan. 27, 1857.

AMSINCK, GEORGE STEWART, Brewer, Standard Brewery, 8 Frederick-st., Hampstead-rd. First, 1s. 10½d., on new proofs. *Stansfeld, 10 Basinghall-st., any Thursday, 11 & 12.*

BRIDGEN, FRANCIS, Saddler, Arundel. First, 6s. *Stansfeld, 10 Basinghall-st., any Thursday, 11 & 12.*

CHADWICK, WILLIAM. First, 1½d. *Morgan, 10 Cook-st., Liverpool, any Wednesday, 11 & 2.*

DAINTRY, JOHN SMITH, & JOHN RYLE, Bankers, Manchester. Fifth, 2d. *Pott, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.*

EDWARDS, JOHN, Wine Merchant, Wolverhampton. First, 4s. 6d. *Bittleston, 29 Waterloo-st., Birmingham, Jan. 22, or any subsequent alternate Thursday, 11 & 2.*

FERGUSON, THOMAS GILLESPIE, HENRY TAYLOR, & GEORGE FREDERICK MANDLEY, Commission Merchants, Manchester. Second, 11½d. on joint est., and 8s. 7½d. on sep. est., of T. G. Ferguson. *Pott, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.*

HALL, PETER, Small Ware Manufacturer, Manchester. First, 4s. 11½d. *Pott, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.*

SMITH, JOHN AGUSTUS GUSTAVUS, Dealer in Household Goods, Chorlton-on-Medlock, Manchester. First, 1½d. *Pott, 7 Charlotte-st., Manchester, any Tuesday, 11 & 1.*

WHITE, JOHN PETER, Merchant, 24 Mark-lane. First, 2½d. on new proofs. *Stansfeld, 10 Basinghall-st., any Thursday, 11 & 12.*

WILLIAMS, GEORGE, Paper Dealer, Wolverhampton. 1s. 9d. *Whitmor 19 Temple-st., Birmingham, any Friday, 11 & 3.*

FRIDAY, Jan. 30, 1857.

BENTLEY, JANE MARY, Grocer, Dudley, Worcester. Second, 11d. *Whitmore, 19 Upper Temple-st., Birmingham, any Friday, 11 & 3.*

BLYTH, EDWIN VERNON, & WILLIAM HENRY GODDARD, Merchants, Birmingham. First, 1s. 2½d., sep. est. of Blyth. *Christie, 37 Waterloo-st., Birmingham, any Thursday, 11 & 3.*

COWELL, GEORGE, Innkeeper, Durham. First, 2s. 2d. *Baker, Newcastle-upon-Tyne, any Saturday, 10 & 3.*

CRATHORNE, WILLIAM, Grocer, Bishopwearmouth. First, 8d. on new proofs (being in part of dividend previously declared of 4s. 6d.) on debts proved July 4.) *Baker, Newcastle-upon-Tyne, any Saturday, 10 & 3.*

NEWSON, JOHN, Woollen Manufacturer, Dewsbury. Second, 5½d. *Hope, 5 Park-row, Leeds, any Friday, 11 & 1.*

PUNSHON, THOMAS, Builder, Durham. First, 1d. *Baker, Newcastle-upon-Tyne, any Saturday, 10 & 3.*

RICHARDSON, JOHN (Richardson & Gould), Tailor, 11 Trinity-st., Cambridge. First, 1s. 1½d. *Nicholson, 24 Basinghall-st., any Tuesday, 11 & 2.*

TAVENER, WILLIAM, Dust Contractor, Clifton-rd., Abbey-rd., St. John's-wood. First, 1s. 1½d. *Nicholson, 24 Basinghall-st., any Tuesday, 11 & 2.*

VENABLES, CHARLES, Jun., Paper Manufacturer, Soho & Princes Paper Works, Clifton Taplow, Bucks. First, 2s. *Nicholson, 24 Basinghall-st., any Tuesday, 11 & 2.*

## CERTIFICATES.

To be ALLOWED, unless Notice be given, and Cause shown on Day of Meeting.

TUESDAY, Jan. 27, 1857.

BALE, THOMAS, Builder, Kidderminster. Feb. 26, at 10. Birmingham.

BARNET, MORRIS (Barnett & Co.), Jeweller, 5, Goldsmith's-pl., Ramsgate. Feb. 18, at 12. Basinghall-st.

BERRY, RICHARD, Innkeeper, Ormskirk. Feb. 19, at 11. Liverpool.

HUNT, FREDERIC TREEN, Warehouseman, 72 Watling-st. Feb. 19, at 12.30. Basinghall-st.

LOHE, CHARLES VAN, Woollen Warehouseman, 6, Bread-st. Feb. 20, at 11. Basinghall-st.

PEARSON, CHARLES, Shipowner, 22 Park-st., Camberwell, & 46 Lime-st. Feb. 17, at 11.30. Basinghall-st.

REID, JAMES, Tailor, Liverpool. Feb. 19, at 11. Liverpool.

SCOTT, ABRAHAM, Ironmonger, Manchester. Feb. 18, at 12. Manchester

FRIDAY, Jan. 30, 1857.

BOWDEN, JOHN, Brewer & Licensed Victualler, 10 Victoria-grove, Brompton, late of Holywood Brewery, Brompton, & York Hotel, Flen-row, Islington. Feb. 20, at 12; Basinghall-st.



CLAY, JOHN, Ale & Porter Merchant, South Shields. Feb. 20, at 11.30; Newcastle-upon-Tyne.  
 JOHNSTON ROBERT, & JAMES JERRAM PRATT (Johnston, Pratt, & Co.), Merchants, 12 Billiter-sq. On the application of James Jerram Pratt. Feb. 20, at 11.30; Basinghall-st.  
 JONES, JOHN, Draper, Aberystwith. Mar. 10, at 11; Bristol.  
 PHILLIPS, WILLIAM, Currier, Norwich. Feb. 20, at 12; Basinghall-st.

To be DELIVERED, unless APPEAL be duly entered.

TUESDAY, Jan. 27, 1857.

BRETZ, JOHN, Licensed Victualler, Tower Shades, Trinity-sq., Tower-hill. Jan. 20, 2nd Class.  
 BUXTON, JAMES, Cotton Spinner, Leavengreave, Spotland, Lancaster. Jan. 19, 2nd Class.  
 DELOIRME, LOUIS, Merchant, 17, Broad-st.-bldgs. Jan. 21, 3rd Class.  
 EDWARDS, MORTON ANDREW, Figure Manufacturer, 91 & 92 Dean-st., Soho. Jan. 20, 2nd Class.  
 HARRISON, JAMES, Coffee and Chop-house-keeper, Southport, Lancaster. Jan. 20, 2nd Class.  
 HINMAN, WILLIAM, Licensed Victualler, 44 Lamb's Conduit-st., Theobald's-rd. Jan. 21, 2nd Class.  
 INGHAM, ROBERT (Ingham & Ashworth), Cotton Manufacturer, Hamer Bottoms, Rochdale, Lancaster. Jan. 17, 3rd Class.  
 POPPLEWELL, MATTHEW JAMES (Popplewell, Goff, & Co.), Merchant, 13 Clement's-lane. Jan. 20, 2nd Class.  
 WILKINS, CHARLES, & WILLIAM WILKINS, Builders, Chipping Lamb-bourne, Berks. Jan. 20, 2nd Class.

FRIDAY, Jan. 30, 1857.

BLAKE, EDWARD (Blake, Davy & Co.), Clay Merchant, Kingskerswell, Devon. Jan. 22, 1st Class.  
 BOURNE, JOHN, & THOMAS ROWSON, Silk Manufacturers, Macclesfield. Jan. 23, 3rd Class.  
 BRETT, BENJAMIN, Boot and Shoe Manufacturer, 101 St. George-st., Rat-cliff-highway, and 138 High-st., Poplar. Jan. 23, 2nd Class.  
 CASTROGUE, LAURENCE, Merchant, 3 Philpots-lane. Jan. 23, 2nd Class.  
 DENT, WILLIAM, Lead Merchant, 21 Newcastle-st., Strand. Jan. 24, 2nd Class.  
 MERTENS, GUSTAVUS HENRY ADOLPHUS, & THOMAS JOHNSON, Dyers, Apperley-bridge, Bradford, York. Jan. 23, 2nd Class to G. H. A. Mertens.  
 MERTENS, HENRY, & JOHN SUTCLIFFE, Dyers, Apperley-bridge, York. Jan. 23, 2nd Class to H. Mertens.  
 POOLE, CHARLES, Livery-stable-keeper, 22 Waterloo-st., Brighton. Jan. 24, 1st Class.  
 SAUL, ROBERT, & THOMAS KIRBY, Joiners and Builders, Preston. Jan. 23, 2nd Class to R. Saul.  
 TANNER, JOHN, Common Carrier, Chippenham, Wilts. & Bath. Jan. 27, 2nd Class.  
 TURNER, WILLIAM, Builder, 22 Finsbury-st. Jan. 23, 3rd Class.  
 WREDFORD, ROBERT, Attorney, Exeter. Jan. 22, 2nd Class; to be suspended for 3 mos.

### Insolvents.

PETITIONS to be heard at the COUNTY COURTS.

TUESDAY, Jan. 27, 1857.

BARNWELL, JOHN, Ribbon Weaver, 7 Days-lane, Hill-fields, Coventry. Feb. 16, at 12; Coventry.  
 BEET, JOHN, Labourer, Church-st., Nuneaton, Warwickshire. Feb. 19, at 10; Nuneaton.  
 BELL, JAMES, Innkeeper, Great Waking, Essex. Feb. 18, at 12; Rochford.  
 BENNETT, ZIBA, Butcher, Bridgwater, Somerset. Feb. 6, at 9.30; Bridgwater.  
 BOTLE, HENRY, Beerseller, New Market House Inn, Pig Market, Taunton. Feb. 10, at 10; Taunton.  
 BRACEY, JOHN WILLIAM, out of business, Ripton-upon-Dunsmore, Warwick. Feb. 12, at 10; Rugby.  
 BROWN, GEORGE, out of business, Chilton-super-Polden, Somerset. Feb. 6, at 9.30; Bridgwater.  
 BROWN, PETER, Watch Escapement Maker, Little Heath, Foleshill, Warwickshire. Feb. 16, at 12; Coventry.  
 COOPER, WILLIAM, Dealer in Fruit, Exeter-st., West Hartlepool, Durham. Feb. 9, at 11; Hartlepool.  
 DAVISON, JOHN, Blacksmith, Cornforth, Durham. Feb. 10, at 10; Stockton.  
 GREENWOOD, JOHN, Cattle Jobber, Popplewell in Warley, Halifax. Feb. 13, at 10; Halifax.  
 HALLUM, JOHN, Journeyman Butcher, Spaniel-row, Nottingham. Feb. 10, at 10; Nottingham.  
 HANDLER, JOHN, Servant or Waiter, Parliament-st., Nottingham. Feb. 10, at 10; Nottingham.  
 HANSON, GEORGE, Dyer, Kirkheaton, York. Feb. 26, at 10.30; Huddersfield.  
 HIGGITT, GEORGE, Baker, 4 House, 16 Court, Little Park-st., Coventry. Feb. 16, at 12; Coventry.  
 JONES, WILLIAM JONES (Jones & Co.), Dyer, Sudbury and Bury St. Edmunds. Feb. 17, at 12; Sudbury.  
 LEES, JOHN, Tailor, 12 Wharf-st., Sowerby-bridge, Halifax. Feb. 13, at 10; Halifax.  
 MADEN, ABRAHAM, Barber, Bridge-st., Heywood in Heap, Lancaster. Feb. 18, at 11; Bury.  
 MITCHELL, GEORGE, Commission Agent, Upper Bell-hall, Skircoat, Halifax. Feb. 13, at 10; Halifax.  
 PEARSON, WILLIAM, Green-grocer, Parker's-row, Windmill-st., New Radford, near Nottingham. Feb. 10, at 10; Nottingham.  
 PERKINS, JOSEPH, Cabinet Maker, 28 Cotton-st., Leicester. Feb. 18, at 10; Leicester.  
 PITTARD, HARRIS ARNOLD, out of business, New Bear Inn, Longsmith-st., Gloucester. Feb. 12, at 10; Gloucester.  
 RAWSON, SAMUEL, Licensed Victualler, Skegby, Nottingham. Feb. 9, at 12; Mansfield.  
 RUTTER, BARNABAS, Common Brewer, William-st., Middlesbro', York. Feb. 10, at 10; Stockton.  
 SCOTT, WILLIAM SMITH, Grocer, Berwick-upon-Tweed. Feb. 25, at 11; Berwick.  
 SHAW, GEORGE, Grocer, Alrewas, Stafford. Feb. 3, at 10; Lichfield.

SMITH, FREDERICK, out of business, Red Lion-st., Nottingham. Feb. 10, at 10; Nottingham.  
 STEAD, HENRY, Joiner and Builder, Carlton-rd., Sneinton, Nottingham. Feb. 10, at 10; Nottingham.  
 STEVENSON, ARCHIBALD, Travelling Draper, 2 Clarence-st., Humberstone-gate, Leicester. Feb. 18, at 10; Leicester.  
 TIDSWELL, THOMAS, Linendraper, Low-town, Pudsey, Bradford, York. Feb. 13, at 10; Halifax.  
 WAREYAR, JOHN, Cabinetmaker, Sharrad-st., Melton Mowbray. Feb. 12, at 12; Melton Mowbray.  
 WORSER, ROWLAND, Labourer, Martock, Somerset. Feb. 14, at 10; Yeovil.

FRIDAY, Jan. 30, 1857.

ABBOTT, HENRY, out of employ, Loscoe, Derby. Feb. 19, at 11; Belper.  
 ASTON, JOHN, Newspaper Agent, 124 Steelhouse-lane, Birmingham. Feb. 13, at 10; Birmingham.  
 BACCHITT, THOMAS BENJAMIN, Grocer, Ewhurst, Sussex. Feb. 16, at 11; Hastings.  
 COWX, JAMES, Provision Dealer, Dean, Cumberland. Feb. 12, at 10; Carlisle.  
 DIXON, THOMAS, Shoemaker, Hopwas, Tamworth. Feb. 17, at 11; Tamworth.  
 EDWARDS, JAMES, Butcher, Tregare, Monmouth. Feb. 20, at 11; Monmouth.  
 EDWARDS, JOHN, Labourer, Cwmtychan, Glamorgansh. Feb. 12, at 12; Pontypool.  
 GIBBONS, HENRY, Journeyman Potter. Feb. 23, at 12; Chesterfield.  
 GRANT, REV. WILLIAM, Clerk, New-st., Wem, Salop. Feb. 23, at 12; Wem.  
 GRIFFITHS, JOHN, Innkeeper, Llanidloes, Montgomery. Feb. 17, at 11; Llanidloes.  
 INETT, WILLIAM (otherwise William Hmit), Baker, Blackwell-st., Kidderminster. Feb. 18, at 10; Kidderminster.  
 JENKINS, JOHN, Master Mariner, 2 Alma-villas, Dover-st., Folkestone. Feb. 9, at 10; Folkestone.  
 JONES, ISAAC, Tailor, 26 Cregoe-st., Birmingham. Feb. 13, at 10; Birmingham.  
 MARSON, CHARLES, Greengrocer, 94 Great Barr-st., Aston, Birmingham. Feb. 13, at 10; Birmingham.  
 MIDDLETON, ROBERT, Miner, Smalldale, Hope, Derby. Feb. 12, at 11; Bakewell.  
 MORLEY, JOSEPH, Publican, Fenny Bentley, Derby. Feb. 10, at 11; Ashbourne.  
 O'HANLAN, JAMES, Teacher of Basket Making in the Catholic Asylum for the Blind, 2 Childwall-st., Liverpool. Feb. 3, at 12; Liverpool.  
 PARR, JOHN, Tailor, 70, Gooch-st., Birmingham. Feb. 13, at 10; Birmingham.  
 PEDDLE, JOSEPH, no occupation, Somerton, Somerset. Feb. 13, at 11; Langport.  
 PLEACE, JAMES HENRY, Journeyman Carpenter, 1 Hill-grove-st., Stokes Croft, Bristol. Feb. 18, at 10.30; Bristol.  
 ROLE, THOMAS, General-shop keeper, Sanden, Essex. Feb. 21, at 12; Chelmsford.  
 SHREUBALL, JAMES, Mariner, Victoria-pl., Sittingbourne. Feb. 14, at 10; Sittingbourne.  
 SLACK, JAMES CLAYTON, Beer-house Keeper, Traveller's Rest, Froggatt's-yard, Chesterfield. Feb. 23, at 12; Chesterfield.  
 SPINK, JOHN, Carpenter, Fornham, All Saints, Suffolk. Feb. 14, at 10; Bury Saint Edmunds.  
 TURNER, WILLIAM, Innkeeper, Eckington, Derby. Feb. 23, at 12; Chesterfield.  
 WALKER, JOHN, Coal Dealer, Garrison-la., Birmingham. Feb. 13, at 10; Birmingham.  
 WELANDS, ISABELLA, Milliner, 2 Old Elvet, Durham. Feb. 16, at 10; Durham.  
 WILKINSON, ROBERT, Soap and Candle Maker, Upper Frederick-st., Liverpool. Feb. 3, at 12; Liverpool.  
 WOODCOCK, JAMES, Journeyman Pearl Button Maker. Feb. 13, at 10; Birmingham.

### MEETINGS.

TUESDAY, Jan. 27, 1857.

DANIEL, EDWIN, Surgeon, Stone, Stafford. Feb. 10, at 10; Stone. *Dir.*  
 WEAVER, HENRY, sen., Builder, 3 Worrell-st., Kingsholm, Gloucester. Feb. 11, at 12; at office of Lovegrove, Sol., Barton-st., Gloucester, as to sale of insolvent's real estate at Kingsholm.  
 JONES, WILLIAM, 1, Park-rd., New Peckham. At Messrs. Venning, Naylor & Robins, 9, Tokenhouse-yard, Feb. 13, at 10; to consider whether a suit in equity should be commenced by the assignee.

### Assignments for Benefit of Creditors.

TUESDAY, Jan. 27, 1857.

BARREY, THOMAS, Hair Dresser, 140 High-st., Southampton. Jan. 16. *Trustees*, W. Cave, Toy Warehouseman, 26 Rathbone-pl., Oxford-st.; J. T. Okey, Hosier, 54 Watling-st. *Sols.* Futvey, Sawtell, & Lightfoot, 23 John-st., Bedford-row.  
 BLAKELEY, JOSEPH, Commission Agent, Kingston-upon-Hull. Jan. 8. *Trustee*, J. J. Botherdy, Accountant, Rutland-ter., Beverley-rd. *Sols.* England & Saxelby, Quay-st.-chambers, Kingston-upon-Hull.  
 ELLISON, WILLIAM, Bookbinder, Boy-court, Ludgate-hill. Jan. 19. *Trustees*, J. Spicer, Wholesale Stationer, Bridge-st., Blackfriars; E. Law, Cloth Merchant, Monkwell-st. *Sol.* Walters, 36 Basinghall-st.  
 FRYMAN, JOHN, jun., Manufacturer, 31 Noble-st. Jan. 23. *Trustees*, M. G. Garner, Manufacturer, 7 Wood-st., Cheapside; G. Seely, Manufacturer, 6 Tichet's-act., Noble-st. *Sol.* Colombine, Basinghall-chambers.  
 Indenture lies at Garner's, 7 Wood-st., Cheapside.  
 HICKMAN, HENRY, Timber Merchant, Gospel-end, Sedgley, Stafford. Jan. 12. *Trustee*, J. Whitehouse, Licensed Victualler, Tipton, Stafford. *Sol.* Lowe, Dudley.  
 KINDEED, FREDERICK, Merchant, Framlingham, Suffolk. Jan. 13. *Trustees*, J. Hart, Bank Agent, Framlingham; W. Reeve, Farmer, Worlingworth. *Sol.* Shafro, Framlingham. Indenture lies at Gurneys & Co., Framlingham.  
 NORTH, JOHN, Brewer, John-st., Tottenham-et-rd. Dec. 31. *Trustees*, J. F. Corder, Maltster, Greenwich. *Sol.* Sole, 68 Aldermanbury.

PITCHER, CHARLES SIMMONDS, Farmer, Freizingham, Rolyenden, Kent. Dec. 30. *Trustees*, J. Beale, Farmer, Biddenden; G. W. Beck, Farmer, Wittersham. *Sols* Neve, Wilson, & Farrar, Cranbrook.

SMITH, JOHN, Grocer, Colchester. Jan. 22. *Trustees*, T. Moore, Grocer; R. Rust, Draper, Colchester. *Sols* Barnes & Neck, North-hill, Colchester.

FRIDAY, Jan. 30, 1857.

CHURCHETT, JAMES, Draper, Duke-st., Bloomsbury, late of Hatton-garden. Dec. 30. *Trustees*, B. Smith, Warehouseman, St. Martin's-le-Grand; J. Millar, Esq. City Gas Company's Works, Salisbury-sq., *Sol* Mardon, 99 Newgate-st.

CUTBERT, SIDNEY, Miller, Ashburnham, Sussex. Jan. 17. *Trustees*, G. Lemmon, Grocer, Ashburnham; J. Cutbert, Victualler, Hove, Sussex. Indenture lies with Lemmon.

DALZIEL, SAMSON MILLS, Innkeeper, Monkwearmouth Shore, Durham. Jan. 16. *Trustees*, H. Attree Johnson, Spirit Merchant, Bishopwearmouth; J. Allison, Common Brewer, Monkwearmouth Shore. *Sol* Abbs, Monkwearmouth Shore.

EDWARDS, JOHN, Grocer, Northiam, Sussex. Jan. 21. *Trustees*, C. Arkcoll, Grocer, Maidstone; E. Kenward, Draper, Battel. Indenture lies with Kenward.

LYD, CHARLES, Tailor, Tipton, Staffordsh. Jan. 27. *Trustees*, G. Tomlinson, Linendrapers, Birmingham; B. Oakley, jun., Engineer, Walbrook, Sedgley, Staffordsh. *Sol* Lowe, Dudley.

STRONG, ROBERT, Flour Merchant, Cardiff, Glamorgan. Jan. 20. *Trustees*, G. Coleman, Miller, Llandaff, Glamorgan; J. S. Wate, Miller, Washford, Old Cleve, Somerset; W. J. Gaskell, Merchant, Cardiff; J. L. Hadley, Merchant, Gloucester. *Sol* Waldron, Church-st., Cardiff.

### Partnerships Dissolved.

TUESDAY, Jan. 27, 1857.

BISHOP, JOHN, ROBERT BISHOP, & GEORGE BISHOP, Farmers, Burton, Dassett, and Lighthorne, Warwick. Dec. 27.

CHRISTMAS CHARLES, & WILLIAM LOVELL, 40 Snow-hill. Debts received and paid by Lovell. Dec. 31.

DALRYMPLE, JOHN, & JAMES DALRYMPLE (John & James Dalrymple), Drapers, Canal-st., Congleton, Chester. Debts received and paid by John Dalrymple. Jan. 22.

DICKINSON BENJAMIN, & JOHN PLATTS, Cloth Finishers, Clough-house Mills, Huddersfield. Debts received and paid by Dickinson. Jan. 23.

ELMENHORST, THEODOR HEINRICH, & FRIEDRICH DIEDRICH WARHOLTZ (Th. H. Elmenhorst & Co.), Merchants, Mark-lane; and at Altona (Elmenhorst, Bros.); as respects the firm of Th. H. Elmenhorst & Co. Debts received and paid by Elmenhorst & Warholtz.

HART, GEORGE JAMES & GEORGE HENRY RUSSELL, Linendrapers, York. Jan. 21.

HOADLEY, THOMAS, & BENJAMIN FRIDIE, Merchants, Halifax. Jan. 24.

JAMES, HENRY, & JOHN EDGUMBE JAMES (Henry James & Son), Coal Merchants, New-cross, Surrey, and Forest-hill, Kent. Debts received and paid by Henry James. Jan. 23.

LESLIE, JOSEPH, & THOMAS JAMES LESLIE (Leslie, Bros.), Comb Factors, Trippet-lane, Sheffield. Jan. 22.

MARSDEN, SAMUEL, JOHN WILD, & THOMAS GEE (Samuel Marsden & Co.), Cotton Spinners, Bank Mill, New Radcliffe-st., Oldham. Debts received and paid by Wild & Goe. Jan. 22.

MARZETTI, J. G., ALO. C. MARZETTI, & CHARLES T. MARZETTI (J. G. Marzetti & Sons), Wine Merchants, Vine-st., Minorities, and North-st., Back-church-lane, Whitechapel. Jan. 23.

NAYLOR, WILLIAM, & EDWARD CLARK SMITH, Wholesale Cheese mongers, 52 Half Moon-st., Bishopsgate-st. Debts received and paid by Clark. Jan. 26.

THORP, ISAAC, & WILLIAM THORP, Warehousemen, Manchester. Debts received and paid by W. Thorp. Jan. 1.

TELF, ENOCH, FREDERICK WILLIAM THAYER, JOHN ALFRED MARSH, & GEORGE WARREN, Bankers, Liverpool. Dec. 31.

TUCKER, FREDERICK HOSKEN, & BENJAMIN WEBSTER, Surgeons, Halifax. Jan. 6.

YOUNG, JOSEPH, THOMAS BLACKBURN, JOHN BURRELL, & GEORGE SHERWOOD (Young & Co.), Joiners and Builders, Leeds; as regards G. Sherwood. Jan. 23.

FRIDAY, Jan. 30, 1857.

ASHFORTH, JOSEPH, & NICHOLAS ROBERT HOLMAN (Ashforth, Holman, & Co.), Steel and File Manufacturers, Sheffield. Debts received and paid by Ashforth. Jan. 19.

BALES, ROBERT GREEN, & THOMAS BRADLEY SLATER, Ship Bread Bakers, Liverpool. Debts received and paid by Bales. Jan. 23.

BEDFORD, ROBERT, & THOMAS RAND. Jan. 17.

BENNETT, WILLIAM, & WILLIAM STEWARD BENNETT (Bennett & Son), Farmers, Cambridge. Jan. 24.

BERKOW, WILLIAM, & WILLIAM FRER, Proprietors of the Duddesdon Hall Private Lunatic Asylum, Ayr-on-juxta-Birmingham. Jan. 28.

BURTON, CHARLES, CHARLES MAY BURTON, & HENRY MAY BURTON (C. Burton & Sons), Wholesale Grocers, Ipswich; as respects C. Burton. Jan. 1.

CARPENTER, DANIEL, & RICHARD SCOOTERS (R. Scooters & Co.), Boot and Shoe Makers, 1 Little Tower-st. Debts received and paid by Carpenter. Dec. 31.

CARTER, HENRY FREELAND, & THOMAS FULLER, Surgeons, Brighton and Shoreham. Mar. 24, 1854.

CORNES, JOHN, 5 Grantham-pl., Coburg-rd., & THOMAS MOSLIN, 8 Coburg-pl., Old Kent-rd. (J. Cornes & Co.), Engineers. Jan. 28.

CORNOCK WILLIAM, & THOMAS BRUCE CORNOCK (Cornoock & Son), Teazle Dealers, Leeds. Debts received and paid by Thomas Bruce Cornoock. Jan. 21.

CRANKSHAW THOMAS, & HENRY M'CAVE, Power Loom Cloth Manufacturers, Livesay, Lancaster. Debts received and paid by M'CAVE. Jan. 28.

CUTLER, FRANK, JOHN MACLEAN LEE, & FREDERICK FRANK EGERTON CUTLER, Wine Merchants, Hungerford-st., Westminster, & Bombay. As regards J. Maclean Lee.

DANIELS WILLIAM, & JOSEPH HAMMOND, Coal & Ironstone Masters, Red-street Colliery, Audley, Staffordshire. Jan. 26.

DAVIDSON JAMES, & FRED. W. HÜNSCHER (Davidson & Co.), Merchants, 2 Walbrook, & 15 Angel-ct., Throgmorton-st. As regards F. W. Hünscher. Dec. 31.

DAWSON, JOSEPH, & GEORGE HOLMES, Brick Manufacturers, Belgrave, Leicestershire, & Leicester. Debts received and paid by Holford & Jones, Accountants, Milstone-la, Leicester. Jan. 23.

FULLER, JOHN THOMAS BLACKMORE, & GEORGE TODHUNTER, (Todhunter & Co.), Leather Commission Agents, 9 New Leather-market, Bermondsey; as regards T. Fuller. Business carried on under firm of Todhunter & Co., by whom debts received and paid. Dec. 31.

GOODWIN THOMAS, THOMAS HOLT, & CHARLES BULLOCK (Goodwin & Bullock), Manufacturers of China, Furnace-rd., Longton, Staffordshire. Jan. 28.

HENDEWORK, ROBERT, & FREDERICK GUSTAVS JANKOWSKI, Brokers, (R. Hendework & Co.) Liverpool and Gloucester. Gloucester accounts settled with Hendework; Liverpool accounts with Jankowski. Jan. 24.

LATHAM, RICHARD, & WILLIAM HIND SMITH (R. Latham & Co.), Fruit Dealers, Liverpool. Debts received and paid by Latham. Jan. 3.

MARQUIS, THOMAS, HENRY MARQUIS, & DAVID MARQUIS (Thos Marquis & Bros.) Cotton Spinners, Highbrake Hill, Huddersfield. Debts received and paid by T. Marquis. Jan. 7.

MARTIN, WILLIAM, & MARY ANN FRITCHARD (trustee of late J. Fritchard, deceased), Goldsmiths, Regent-pl., Birmingham. Nov. 30.

MATHEWS, WILLIAM, & CHARLES WOODCOCK, sen., Coalmasters, Brookmoor, Kingswinford, Staffordshire. Debts received and paid by Woodcock. Jan. 27.

MELLOR, WILLIAM, JOHN MELLOR, & THOMAS MELLOR (Wm. Mellor & Sons), Stone Merchants, Hollingford, Checkley, Staffordshire. Jan. 23.

MEVES, LOUIS, & CHARLES FAESSLER (L. Meves & Co.), Embossers of Velvets, Silks, &c., 4 Bow-lane. Jan. 29.

MOSELEY, RICHARD, & THOMAS KING (Hawkes & Co.) Army Accoutrement Makers, 14 Piccadilly. Sep. 28, 1856.

PREWETT, FREDERICK THOMAS, & ALFRED THOMAS JOHNSON, Tailors, High-st., Manningtree, Essex. Jan. 26.

RAVEN, WILLIAM, & JOSEPH RAVEN, Wholesale Stationers, 46 Fish-st-hill. Debts received and paid by Raven. Jan. 23.

TAYLOR, JOSEPH, sen., & JOHN TAYLOR (Taylor, Brothers), Saw Manufacturers, Sheffield. Debts received and paid by J. Taylor, sen., & J. Taylor, jun., by whom business is carried on. Jan. 27.

WARD, JOHN CHARLES, & ROBERT ANDERSON, Agents for Herri's Arabian Horse and Cattle Feed, 51 South John-st., Liverpool. Jan. 21.

WOOD, C. J., & JOHN TUNALEY, Smallware Manufacturers, Miller-st., Manchester. Debts received and paid by Tunaley. Jan. 26.

### Creditors under Estates in Chancery.

TUESDAY, Jan. 27, 1857.

ADAMS, ELIENA, (who died in Jan., 1856), Spinster, Braunston, Northampton. Creditors and incumbrancers to come in on or before Mar. 6, at V. C. Stuart's Chambers.

BALLY, WILLIAM (who died in Dec. 1848), Gentleman, Slon-hill, Walcot, Bath. Creditors to come in on or before Feb. 18, at V. C. Wood's Chambers.

BARNES, WILLIAM STEELE (who died in Mar., 1856), Maltster, Coventry. Creditors to come in on or before Feb. 20, at Master of the Rolls' Chambers.

BOSHER, CATHERINE (who died in Nov. 1856), late of 8 Morden-ter, Levisham-rd., Greenwich. Creditors to come in on or before Feb. 28, at Master of the Rolls' Chambers.

ELINGTON, REBECCA MARIA (who died in Mar., 1855), daughter of Thomas Elington, late of Low-hill, White Ladies, Aston, Worcester. Grandchildren of Thomas Elington, living at her death, or their legal personal representatives, to come in on or before July 27, at V. C. Kindersley's Chambers.

EVANS, WILLIAM (who died in Sept., 1851), Surgeon, Stourbridge, Worcester. Creditors to come in on or before Feb. 14, at V. C. Wood's Chambers.

GREENWELL, GEORGE (who died in April, 1855), Gentleman, 15 Edward-st., Newcastle-upon-Tyne. Creditors to come in on or before Feb. 14, at V. C. Wood's Chambers.

STEVENS, ELIZA, if living, or, if dead, any lawful child or children living at her decease, to come in on or before Feb. 18, at V. C. Stuart's Chambers.

TURNER, WILLIAM (who died in Aug. 1854), Fruiterer, Berwick-st., Soho. Creditors to come in on or before Feb. 16, at V. C. Kindersley's Chambers.

WHITEMAN, AMBROSE (who died in April, 1826), late of Feltwell, Norfolk. Creditors to come in on or before Feb. 17, at Master of the Rolls' Chambers.

FRIDAY, Jan. 30, 1857.

BAYLIS, HENRY FRANCIS (who died in June, 1856), Printing Ink Manufacturer, Old Montague-st., Whitechapel. Creditors to come in on or before Feb. 19, at V. C. Wood's Chambers.

DAVID, EVAN (who died in April, 1855), Labourer, Pontypridd, Glamorgan. Creditors to come in on or before Mar. 2, at Master of the Rolls' Chambers.

DUNHAM, THOMAS BARTHELMIEW (who died on Mar. 4, 1852), Farmer, Yarrowburgh. Creditors to come in on or before Mar. 5, at Master of the Rolls' Chambers.

GRAND, PETER LE (who died in Sept., 1856), Gent., Green-lane, Royal-hill, Greenwich. Creditors to come in on or before Mar. 13, at V. C. Kindersley's Chambers.

GRANT, WILLIAM GORDAN M GREGOR (who died in Sept. 1849), Planter, St. Vincent, West Indies. Creditors to come in on or before May 8, at V. C. Wood's Chambers.

PEARRETH, WILLIAM (who died in Sept. 1849), Sandgate, Kent. Creditors to come in on or before Mar. 10, at V. C. Wood's Chambers.

WALTON, CHARLES (partner in firm of C. Walton & Sons, 17, Gracechurch-st., who died in April, 1856). Creditors to come in on or before Feb. 26, at Master of the Rolls' Chambers.

### Winding-up of Joint Stock Companies.

TUESDAY, Jan. 27, 1857.

LONDON AND PENZANCE SERPENTINE COMPANY.—V. C. Wood will, on Feb. 5, at 12, at his Chambers, settle the list of contributors.

**SAXON LIFE ASSURANCE SOCIETY**.—Feb. 6, at 12, appointment of Off. Man. at V. C. Wood's Chambers. Creditors to come in and prove their debts at ditto.

**UNIVERSAL SALVAGE COMPANY**.—Master Richards will, on Feb. 3, at 12, at his Chambers, make a call of £6 7s. per share.

FRIDAY, Jan. 30, 1857.

**BODMIN UNITED MINES COMPANY**.—The Master of the Rolls has pre-emptorily ordered a call of £2 1s. per share to be made on all the contributories of this company, including calls of £1 11s. per share made by the company, to be paid on Feb. 21, at 12, to W. Turquand, Off. Man., 13, Old Jewry-chambers.

**PROTESTANT LIFE & FIRE INSURANCE ASSOCIATION**.—V. C. Kindersley has pre-emptorily ordered a call of £4 10s. per share. The balance (if any) to be paid on Feb. 11, at 11, at 9 Bloomsbury-pl., to Off. Man. (if any) after debiting his account with such call, to be paid Feb. 11, at 11, at 9, Bloomsbury-pl., to Off. Man.

**ROYAL BRITISH BANK**.—V. C. Kindersley has pre-emptorily ordered a call of £75 per share to be made on every contributory; the balance (if any) after debiting his account in the company's books with such call, to be paid on or before Jan. 31, to the Off. Man., Harding, 4, Lothbury.

### Scotch Sequestrations.

TUESDAY, Jan. 27, 1857.

**CALDER, JAMES, Draper, Brechin.** Feb. 5, at 12, Commercial Hotel, Brechin. *Seq.* Jan. 23.

FRIDAY, Jan. 30, 1857.

**BROWN, CHARLES, Accountant, late of Lower Tooting, Surrey, afterwards at 15 Gresham-st., now at 5 Forth-st., Edinburgh.** Feb. 6, at 2, at 18 George-st., Edinburgh. *Seq.* Jan. 26.

**LEADBETTER, JAMES, Spirit and Provision Merchant, Edinburgh.** Feb. 3, at 1, at 18 George-st., Edinburgh. *Seq.* Jan. 26.

**THORBURN, ROBERT, Engineer, Broxburn, Winchburgh.** Jan. 4, at 1, at Star and Garter Hotel, Linlithgow. *Seq.* Jan. 24.

### Scotch Partnerships Dissolved.

FRIDAY, Jan. 30, 1857.

[Extract from the Edinburgh Gazette of Jan. 27, 1857.]

**WOOD, JOHN, & JOHN REID (Reid & Co.), Shipbuilders, Port-Glasgow.** Debts received and paid by Reid.

## Results of Sales of Estates.

**SALES AT THE AUCTION MART, Jan. 20, 1857, BY MESSRS. CHINNOCK AND GALSORTHY.**

**Leasehold Estate, consisting of four residences, Nos. 12, 13, 14, & 15, Russell-terrace, Holland-road, Brixton, being together of the estimated value of £120 per annum; held for a term of 80 years (wanting 30 days) from the 25th December, 1842, at the ground-rent of £5 10s. each house. Sold for £1,060.**

**Leasehold private residence, No. 37, Sloane-street, Knightsbridge, let on a repairing lease, dated 7th July, 1844, for a term which will expire at Michaelmas, 1863, at the rent of £62 per annum, and held on lease, which will also expire at Michaelmas, 1863, at the ground-rent of £6 13s. per annum, leaving an improved rental of £55 7s. per annum. Sold for £215.**

**House and shop, No. 2, Trevor-terrace, Knightsbridge, let on repairing lease, for a term of 21 years, from Christmas, 1844, at the rent (in consideration of the sum of £150 being expended upon the premises) of £45 per annum, and held under a lease for the residue of a term of 99 years, which will expire in February, 1909, at the ground-rent of £10 10s. per annum, leaving a present rental of £34 10s. per annum. Estimated annual value, £60. Sold for £395.**

**Leasehold House, No. 14, Wellington-road, Kentish-town, of the annual value of £30 per annum; held for a term of 99 years, from Dec. 25, 1851, at the ground-rent of £5 per annum. Sold for £280.**

**Beneficial Interest in the lease of warehouses and premises, No. 5, Raven-row, Spitalfields; held on lease for a term of 11½ years, from Christmas, 1856, at the rent of £30 per annum; also, beneficial interest in the lease of warehouses and offices, being Nos. 6 & 7, Raven-row; held upon lease for a term of 15½ years, from Christmas, 1856, at the rent of £50 per annum. Sold for £300.**

**Policy for £500, effected with the London Assurance Corporation, in Jan., 1841, on the life of a lady now in the 63rd year of her age, the annual premium being now under £14, having been reduced from £21 5s. Sold for £145.**

**MEETING OF PARLIAMENT.**—THE SOLICITORS' JOURNAL, and all the other London Newspapers, regularly supplied in town, and punctually forwarded by the Morning, Evening, and Foreign Mails to all parts of the United Kingdom, India, Australia, and Foreign Countries. ADVERTISEMENTS INSERTED. A List for 1857, with Politics, Days of Publication, &c., sent gratis.

**WM. DAWSON & SONS,**  
NEWSPAPER & ADVERTISING OFFICES,  
Abchurch Yard & 74, Cannon Street, City, E.C.  
ESTABLISHED 1809.

Country Booksellers Supplied.

**In Bankruptcy.**—The Royal British Bank.—To be Sold by Auction on Tuesday next, February 3rd, at Garraway's.

**MR. R. CHADWICK** begs to announce that the Particulars and Conditions of Sale of the WEST-END BRANCHES of the ROYAL BRITISH BANK are now ready for delivery. The Branches comprise four noble and commanding Buildings, with Elevations Decorated in Architectural taste, and handsomely fitted up; highly adapted for Life and Fire Insurance Offices, Joint Stock Companies, or any Institutions requiring commanding Premises.

For particulars apply at the office of Messrs. J. & J. H. Linklater & Hackwood, solicitors, 17, Sise-lane, City; Charles Lee, Esq., Alderman-bury; Garraway's; and of R. Chadwick, Auctioneer & Surveyor, 35, St. Martin's-lane, Trafalgar-square.

## STATE FIRE INSURANCE.

No. 3, Pall Mall East, London, S.W.

(Head Office).

No. 2, St. Andrew-square, Edin-

burgh.

No. 202, Union-street, Aberdeen.

No. 8, Cherry-street, Birmingham.

No. 9, Pavillion-buildings, Brighton.

No. 64, High-street, Lewes.

Incorporated by Act of Parliament.

CAPITAL, £500,000 (with power to increase to £2,000,000.)

Every description of Fire Insurance may be effected with this Company, entitled with promptitude and liberality.

PETER MORRISON, Managing Director.

## BANK OF DEPOSIT,

3, PALL MALL EAST, LONDON.

Established A.D. 1844.

**PARTIES** desirous of Investing Money, are requested to examine the plan of the BANK OF DEPOSIT. Prospectuses and Forms for opening Accounts sent free on application.

PETER MORRISON, Managing Director.

## THE STANDARD LIFE ASSURANCE CO.

Established 1825.

GOVERNOR.

His Grace the Duke of Buccleuch and Queensberry.

DEPUTY-GOVERNOR.

The Right Hon. the Earl of Elgin and Kincardine.

CHAIRMAN OF THE LONDON BOARD.

The Right Hon. the Earl of Aberdeen.

ORDINARY DIRECTORS.

Thomas H. Brooking, Esq., 14, New

Broad-street.

John Griffith Frith, Esq., Austin

Friars.

Alexander Gillespie, Esq., 3, Bill-

ter-court.

J. H. Plowes, Esq., 64, Broad-street.

John Scott, Esq., 4, Hyde Park-

street.

Sir Anthony Oliphant, C.B.

Francis Le Breton, Esq., 3, Crosby-

square.

RESIDENT SECRETARY.

H. Jones Williams.

INSPECTOR OF AGENCIES.

William Bentham.

Results of the Year ending November 15th, 1855

Sums proposed for Assurance	...	...	...	£716,383	7 11
New Assurances Effected	...	...	...	£269,323	7 11
Corresponding Annual Premiums on new Assurances	...	...	...	£20,047	15 0
Claims by Death during the year, exclusive of Bonus	...	...	...	£75,640	8 0
Additions	...	...	...	£237,450	1 9
Annual Income as at the date of Balance	...	...	...	£237,450	1 9

Total Amount Assured, in force at 15th Nov., 1855 ... £5,556,106 17 4

Number of Policies in force ... 9,344

ONE DISTINCTIVE FEATURE of the COMPANY, the operation of which has contributed in a marked degree to the great success of the Institution, is the mode pursued in the Division of Profits,—the Divisions are made at intervals of five years, and the system is such that the greatest benefits are derived by those Members whose Policies are maintained for the longest period; in other words, those who pay most Premiums.

### EXAMPLES OF BONUS ALREADY DECLARED.

Date of Policy.	Sum in Policy.	Bonus Additions to 1855.	Sum in Policy with Bonus Addition.
15th Nov. 1825 ...	£1000	£1152 0 0	£2152 0 0
" 1830 ...	1000	867 0 0	1867 0 0
" 1835 ...	1000	582 0 0	1582 0 0
" 1840 ...	1000	347 0 0	1347 0 0
" 1845 ...	1000	174 10 0	1174 10 0
" 1850 ...	1000	64 0 0	1064 0 0

The terms and conditions of the STANDARD are peculiarly suited to those who seek to make the contract of Assurance available as a security. Liberal surrender values allowed. Commission allowed to Solicitors. First-class applications for agencies in towns where the Company is not represented will meet with attention.

WILL THOS THOMSON, Manager.

H. JONES WILLIAMS, Resident Secretary.

London, 82, King William-street.

Edinburgh, 3, George-street.

**DUNN'S REFINED PURE COLZA OIL, 4s. 9d.** per gallon. This Oil, from the very superior and peculiar mode of refining throughout to the finish of detail, and the great care in the selection of raw material, is, for purity and brilliancy of burning, emphatically unequalled for the moderator lamps, and is equally applicable for every kind of oil lamps. Half-a-gallon or upwards delivered free seven miles.

JOHN DUNN & Co., Oil Merchants, 59, Cannon-street, City.



=

e  
3  
ac  
na  
ly  
v

t  
a  
k

3.

n.

y.

3-  
0-

y

et.  
k-

ry-

11  
11  
0

0  
9

4

444  
na  
is  
at  
its  
he

to  
ty.  
ora.  
not

d.  
ode  
he  
m-  
ble  
res